

ESS

Electronic Services System – Coordinating Committee Meeting

Agenda

8711 Windsor Parkway, Suite 2

Johnston, Iowa 50131

May 9, 2019

10:00 A.M. to 2:00 P.M.

- **Welcome and Introductions**
- **February 7, 2019 – ESS Coordinating Committee Meeting Summary – Approval**
- **Financial Reports**
 - BOA 2019 1st Quarter and YTD Report
 - Fund 255 FY 2019 3rd Quarter Report
 - CY 2018 Audit, 990 Return Status
- **ESS Budgets**
 - Revenue Trends – Discussion
 - Fund 255 FY 2019 Final Budget Amendment – Approval
 - Fund 255 FY 2020 Budget – Approval
 - BOA CY 2019 Budget Amendment - Approval
- **Contracts and Agreements**
 - Local Service Provider Maintenance Agreement Renewals – Approval
 - External Submitter Agreement Renewals – Approval
 - Brick Gentry – FY 2019 Retainer – Approval
 - Professional Solutions Contract Amendment – Approval
 - Content Management and Web Development Agreement – Approval
 - ILR Staff Compensation Adjustments – Discussion
 - Enterprise Iowa Contract and MOU Amendment – Discussion
 - FY 2019 Maintenance Invoices – Discussion
- **Policies and Procedures**
 - Reserve Fund Policies (1.7(6)) – Approval
 - Financial Procedure Policies – Approval
 - Remote Notarization – Discussion
 - Groundwater Hazard Best Practices – Discussion
 - Document Retention Policy – Discussion
 - Certified Copies Best Practices – Discussion
- **Key Project Updates**
 - E-Submission 2.0 Recorders' Interface – Testing and Production – Approval
- **Other Project Updates**
 - CRM and 2019 Campaign Status
 - County Recorder E-Submission Campaign
 - February Webinar Campaign & SLSI and Drake Law Campaign
 - IRS Safeguard Update
 - Legislative Update – Bob Rafferty
- **PRIA Update**
 - Document Rejections
 - PRIA Strategic Planning Update
- **Adjourn - Next Regular Meeting August 8, 2019**

**Electronic Services System
Coordinating Committee
Meeting Summary
February 7, 2019**

Participants

Kathy Jurries, Calhoun County Recorder
Julie Haggerty, Polk County Recorder

Chuck Hendricks, Iowa State Bar Assn.
John McKinney, Community Bankers of Iowa

Bob Rafferty, Rafferty Group
Lisa Long, Iowa Land Records
Leah Champion, Iowa Land Records

Phil Dunshee, Iowa Land Records
Kati Ross, Iowa Land Records

Committee Members Participating Via Teleconference

Janelle Schneider, Adair County Recorder
Diane Swoboda Peterson, Woodbury County Recorder
Lindsay Laufersweiler, Webster County Recorder
Melissa Bahnsen, Cedar County Recorder
Deb Roberts, Floyd County Recorder

Travis Case, Grundy County Recorder
Eric Sloan, ICIT
Nancy Booten, Lee County Recorder
Dave Rubow, ILTA

Welcome

The meeting of the ESS Coordinating Committee was held at the Iowa Land Records office and via teleconference. The meeting was called to order by Travis Case and introductions were made.

Meeting Summary

The November 8, 2018 Meeting Summary was reviewed. Nancy Booten made a motion to approve the Meeting Summary pending a correction to the meeting calendar. Janelle Schneider seconded, and the motion was approved.

ESS Election of Officers

The Committee was presented with a nomination for the Communications Subcommittee to replace Lisa Schreiner as the District 5 representative. A motion was made by Deb Roberts to approve the appointment. It was seconded by Lindsay Laufersweiler. The motion was approved.

Nancy Booten moved to nominate Kathy Jurries as Chair of the ESS Coordinating Committee. The motion was seconded by Julie Haggerty. The motion was approved.

A motion was made to nominate Julie Haggerty as Vice-Chair of the ESS Coordinating Committee by Travis Case, and it was seconded by Melissa Bahnsen. The motion was approved.

A motion was made by Julie Haggerty to nominate Deb Roberts as Secretary/Treasurer of the Coordinating Committee. The motion was seconded by Melissa Bahnsen. The motion was approved.

Financial Reports

BOA 2018 4th Quarter Report and the Fund 255 FY 2019 2nd Quarter Report

The Committee reviewed the BOA 2018 Fourth Quarter Report and the Fund 255 FY 2019 Second Quarter Report. Julie Haggerty made a motion to approve the BOA and Fund 255 Financial Reports. Diane Swoboda Peterson seconded, and the motion was approved.

Assignment of Credits for E-Submission

The Project Manager provided the Subcommittee with a memo and ratio tables relating to the Calendar Year 2019 Maintenance Credits for all counties. The Committee discussed options for proceeding with the cost sharing amounts for 2019. A motion was made to establish a policy continuing the current cost-sharing percentages with a one-time provision in 2019 ensuring that no County would receive less than it received in 2018. Julie Haggerty made the motion, and Nancy Booten seconded. The motion was approved.

Revenue Trends

Overall recording activity declined in the final months of 2018, causing revenues for Fund 255 and the Bank of America account to fall below projections. The Project Manager reported that the revenue trends will be closely monitored, and any necessary adjustments will be made as a part of the normal budget amendment process in May.

Contracts & Agreements

FY 2019 Maintenance Agreements

The Project Manager presented a new draft of the maintenance agreement to further clarify responsibilities of local service providers working with ESS. The Committee discussed the agreement and concurred with plans to move forward with negotiations.

POS Update and County Affiliate Update

The Committee received information about the possible use of the Point of Sale system by other County offices. The Committee discussed the option and determined they were not interested in the idea at this time.

Online Payment Development

The Committee was updated on the timeline for integrating the new payment gateway with the E-Submission application.

Professional Services Engagements

Denman – CY 2018 Audit

The Project Manager made a recommendation to the ESS Coordinating Committee to continue the engagement with Denman & Company for the CY 2018 Audit. A motion was made by John McKinney to approve contracting with Denman for the 2018 calendar-year audit. Julie Haggerty seconded the motion and the motion was approved.

Policies and Procedures

Chapter 1 Amendment – POS PIN Bypass Policy

The Project Manager presented the Committee with an amendment to the Policies and Procedures relating to the point of sale system and the process of bypassing the entry of a PIN number. This action is necessary to ensure that a surcharge is collected from the customer. Lindsay Laufersweiler made a motion to approve the amendment and Julie Haggerty seconded the motion. The motion was approved.

Remote Notarization

The Committee received an update on legislation regarding remote notarization.

Reserve Fund Policy

The Project Manager identified a need to amend Section 1.7 of Policies and Procedures with respect to the BOA Reserve Fund which was established in 2017. The Committee discussed the current reserve policies and directed the issue to the Standards Subcommittee for further review.

Section 5.x – Electronic Document Rejection Update

The Committee received an update on the status of the PRIA project to reduce the volume of document rejections. A draft paper and best practices document is currently being edited, and preparations are being made to present a report at an upcoming PRIA conference.

Key Project Updates

E-Submission 2.0 Submitter's Focus Groups

The Committee was updated on efforts to gather data and feedback regarding improvements to the Iowa Land Records E-Submission interface from the customer's perspective.

E-Submission 2.0 Recorder's Interface

The Iowa Land Records team discussed modifications being made to the E-Submission 2.0 Recorders' interface to allow Recorders to download and print documents on local systems, except for surveys and plats.

Content Management and Web Development

The Committee received an update on plans for selecting a vendor to assist with the development of a new content management system for the ILR web site.

Other Project Updates

County Recorder E-Submission Campaign

The Director of Marketing and Communications provided an update on campaigns in progress.

IRS Safeguard Update

The Project Manager reported that the ILR Team continues to work on final items included in the 2016 IRS Safeguard report. The IRS will be visiting the Iowa Land Records office for an audit of our systems again in August, 2019.

The meeting was adjourned at 1:00 PM.

Iowa Land Records - Fund 255

Profit & Loss

04/22/19

January through March 2019

Accrual Basis

| | Jan - Mar 19 |
|-----------------------------------|--------------|
| Ordinary Income/Expense | |
| Income | |
| Reserve Expenses Spent | 5,788.71 |
| E-Recording Fee | 128,565.80 |
| Interest | 3,812.04 |
| Total Income | 138,166.55 |
| Expense | |
| Administration | |
| Business Analysis & QA | 6,270.00 |
| Communications | 9,187.50 |
| Accounting | 625.00 |
| Administrative Assistant | 3,850.00 |
| Computer Equipment | 21.19 |
| ESS Meetings | |
| ESS Meeting Expenses | 148.91 |
| Total ESS Meetings | 148.91 |
| Legal Fees | 3,000.00 |
| Legal Fees - Govt. Relations | 2,500.00 |
| Professional Fees | |
| Aureon | 780.00 |
| Total Professional Fees | 780.00 |
| Project Management | 16,250.00 |
| Total Administration | 42,632.60 |
| Customer Support | |
| Account Manager | 17,963.52 |
| Total Customer Support | 17,963.52 |
| Education and Outreach | |
| MISMO Meetings | 1,024.82 |
| CBI Membership | 775.00 |
| IMA Membership | 200.00 |
| Misc. Color Printing | 216.69 |
| Online Educational Tools | |
| Salesforce-Exact Target | -292.05 |
| Online Educational Tools - Other | 315.12 |
| Total Online Educational Tools | 23.07 |
| PRIA Meetings | 2,435.87 |
| Promotional Items | 95.38 |
| Tradeshow - Meeting Exhibit | |
| Exhibit Registration | 1,075.00 |
| Total Tradeshow - Meeting Exhibit | 1,075.00 |
| Workshops | |
| Facility Rental | 200.00 |
| Total Workshops | 200.00 |
| Total Education and Outreach | 6,045.83 |
| Hosting | |
| Bandwidth | 13,079.70 |

Iowa Land Records - Fund 255

Profit & Loss

04/22/19

Accrual Basis

January through March 2019

| | Jan - Mar 19 |
|---------------------------------------|------------------|
| Software | |
| FTP Software | 181.44 |
| Jira/Confluence | 90.72 |
| Cloud Storage | 500.80 |
| Total Software | 772.96 |
| Total Hosting | 13,852.66 |
| ILR External Develo-Programming | |
| Redaction Services | |
| Back File Redaction | 5,788.71 |
| Forward File Redaction | 10,178.48 |
| Total Redaction Services | 15,967.19 |
| Total ILR External Develo-Programming | 15,967.19 |
| ILR Internal Develo-Programming | |
| Technical Lead | 32,168.68 |
| Total ILR Internal Develo-Programming | 32,168.68 |
| Miscellaneous | -100.00 |
| Office Operations | |
| B&W copying-printing | 103.76 |
| Office Space Lease | 7,500.00 |
| Office Supplies | 33.62 |
| Official Publication Expense | 158.40 |
| Teleconference | 670.71 |
| Telephone/Internet | 1,440.00 |
| Office Tech Support | 1,620.54 |
| Total Office Operations | 11,527.03 |
| Total Expense | 140,057.51 |
| Net Ordinary Income | -1,890.96 |
| Net Income | -1,890.96 |

Iowa Land Records - Fund 255
Balance Sheet
As of March 31, 2019

| | Mar 31, 19 |
|---------------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| State Treasurer | |
| Unrestricted Operating Reserve | 107,118.09 |
| Equipment Replacement Fund | 350,000.00 |
| Restricted Operating Reserve | 100,000.00 |
| Redaction Reserve Account | 38,292.03 |
| State Treasurer - Other | 105,265.46 |
| Total State Treasurer | 700,675.58 |
| Total Checking/Savings | 700,675.58 |
| Total Current Assets | 700,675.58 |
| TOTAL ASSETS | 700,675.58 |
| LIABILITIES & EQUITY | |
| Equity | |
| Opening Bal Equity | 433,569.23 |
| Retained Earnings | 1,016,049.98 |
| Reserved Retained Earnings | -756,575.50 |
| Net Income | 7,631.87 |
| Total Equity | 700,675.58 |
| TOTAL LIABILITIES & EQUITY | 700,675.58 |

Iowa Land Records - Fund 255

Profit & Loss Budget vs. Actual

January through March 2019

| | Jan - Mar 19 | Budget | \$ Over Budget |
|------------------------------|--------------|------------|----------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Reserve Expenses Spent | 5,788.71 | | |
| E-Recording Fee | 128,565.80 | 142,500.00 | -13,934.20 |
| Interest | 3,812.04 | 1,950.00 | 1,862.04 |
| Total Income | 138,166.55 | 144,450.00 | -6,283.45 |
| Expense | | | |
| Administration | | | |
| Business Analysis & QA | | | |
| Communications | 6,270.00 | 6,300.00 | -30.00 |
| Accounting | 9,187.50 | 9,750.00 | -562.50 |
| Administrative Assistant | 625.00 | 0.00 | 625.00 |
| Bank Service Charges | 3,850.00 | 4,500.00 | -650.00 |
| Computer Equipment | 0.00 | 0.00 | 0.00 |
| Computer Software | 21.19 | 0.00 | 21.19 |
| ESS Meetings | 0.00 | 0.00 | 0.00 |
| ESS Meeting Expenses | 148.91 | | |
| ESS Meetings - Other | 0.00 | 1,200.00 | -1,200.00 |
| Total ESS Meetings | 148.91 | 1,200.00 | -1,051.09 |
| Insurance | 0.00 | 0.00 | 0.00 |
| Legal Fees | | | |
| Legal Fees - Govt. Relations | 3,000.00 | 3,000.00 | 0.00 |
| Professional Fees | 2,500.00 | 2,500.00 | 0.00 |
| Aureon | 780.00 | 910.00 | -130.00 |
| Total Professional Fees | 780.00 | 910.00 | -130.00 |
| Project Management | | | |
| | 16,250.00 | 16,500.00 | -250.00 |
| Total Administration | 42,632.60 | 44,660.00 | -2,027.40 |
| Customer Support | | | |
| Remote Customer Service Rep. | 0.00 | 0.00 | 0.00 |
| Account Manager | 17,963.52 | 20,698.84 | -2,735.32 |
| Business Analyst & QA | 0.00 | 0.00 | 0.00 |
| Total Customer Support | 17,963.52 | 20,698.84 | -2,735.32 |
| Education and Outreach | | | |
| MISMO Meetings | 1,024.82 | | |
| CBI Membership | 775.00 | | |
| IMA Membership | 200.00 | | |
| Misc. Color Printing | 216.69 | | |

Iowa Land Records - Fund 255

Profit & Loss Budget vs. Actual

January through March 2019

| | Jan - Mar 19 | Budget | \$ Over Budget |
|---------------------------------------|--------------|-----------|----------------|
| Online Educational Tools | | | |
| Salesforce-Exact Target | -292.05 | | |
| Online Educational Tools - Other | 315.12 | | |
| Total Online Educational Tools | 23.07 | | |
| PRIA Meetings | 2,435.87 | | |
| Promotional Items | 95.38 | | |
| Tradeshows - Meeting Exhibit | | | |
| Exhibit Registration | 1,075.00 | | |
| Total Tradeshows - Meeting Exhibit | 1,075.00 | | |
| Workshops | | | |
| Facility Rental | 200.00 | | |
| Total Workshops | 200.00 | | |
| Education and Outreach - Other | 0.00 | 11,340.00 | -11,340.00 |
| Total Education and Outreach | 6,045.83 | 11,340.00 | -5,294.17 |
| Hosting | | | |
| Bandwidth | 13,079.70 | 9,300.00 | 3,779.70 |
| Domain Registration | 0.00 | 15.00 | -15.00 |
| Software | | | |
| FTP Software | 181.44 | 285.00 | -103.56 |
| Jira/Confluence | 90.72 | 90.00 | 0.72 |
| Cloud Storage | 500.80 | 650.00 | -149.20 |
| GeolP database | 0.00 | 0.00 | 0.00 |
| City State Zip data | 0.00 | 0.00 | 0.00 |
| Total Software | 772.96 | 1,025.00 | -252.04 |
| Total Hosting | 13,852.66 | 10,340.00 | 3,512.66 |
| ILR External Develo-Programming | | | |
| Redaction Services | | | |
| Back File Redaction | 5,788.71 | | |
| Forward File Redaction | 10,178.48 | 0.00 | 10,178.48 |
| Redaction Services - Other | 0.00 | 17,250.00 | -17,250.00 |
| Total Redaction Services | 15,967.19 | 17,250.00 | -1,282.81 |
| Total ILR External Develo-Programming | 15,967.19 | 17,250.00 | -1,282.81 |
| ILR Internal Develo-Programming | | | |
| Technical Lead | 32,168.68 | 37,446.96 | -5,278.28 |
| Total ILR Internal Develo-Programming | 32,168.68 | 37,446.96 | -5,278.28 |

12:21 PM

05/03/19

Accrual Basis

Iowa Land Records - Fund 255

Profit & Loss Budget vs. Actual

January through March 2019

| | Jan - Mar 19 | Budget | \$ Over Budget |
|------------------------------|------------------|------------------|-----------------|
| Miscellaneous | -100.00 | | |
| Office Operations | | | |
| B&W copying-printing | 103.76 | 150.00 | -46.24 |
| Office Space Lease | 7,500.00 | 7,500.00 | 0.00 |
| Office Supplies | 33.62 | 100.00 | -66.38 |
| Official Publication Expense | 158.40 | 105.00 | 53.40 |
| Parking | 0.00 | 0.00 | 0.00 |
| Postage | 0.00 | 50.00 | -50.00 |
| Teleconference | 670.71 | 450.00 | 220.71 |
| Telephone/Internet | 1,440.00 | 1,440.00 | 0.00 |
| Office Tech Support | 1,620.54 | 1,725.00 | -104.46 |
| Total Office Operations | 11,527.03 | 11,520.00 | 7.03 |
| Total Expense | 140,057.51 | 153,255.80 | -13,198.29 |
| Net Ordinary Income | -1,890.96 | -8,805.80 | 6,914.84 |
| Net Income | -1,890.96 | -8,805.80 | 6,914.84 |

Iowa Land Records - Fund 255

Profit & Loss Budget vs. Actual

July 2018 through March 2019

| | Jul '18 - Mar 19 | Budget | \$ Over Budget |
|--------------------------------|-------------------|-------------------|------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Reserve Expenses Spent | 25,425.93 | 0.00 | 25,425.93 |
| E-Recording Fee | 433,469.42 | 452,072.52 | -18,603.10 |
| Interest | 10,121.01 | 7,249.15 | 2,871.86 |
| Total Income | 469,016.36 | 459,321.67 | 9,694.69 |
| Expense | | | |
| Administration | | | |
| Business Analysis & QA | 18,177.50 | 18,217.50 | -40.00 |
| Communications | 27,833.75 | 28,346.25 | -512.50 |
| Accounting | 5,575.00 | 5,575.00 | 0.00 |
| Administrative Assistant | 7,580.00 | 9,250.00 | -1,670.00 |
| Bank Service Charges | 0.00 | 0.00 | 0.00 |
| Computer Equipment | 21.19 | 0.00 | 21.19 |
| Computer Software | 0.00 | 0.00 | 0.00 |
| ESS Meetings | | | |
| ESS Travel Expenses | 980.16 | | |
| ESS Meeting Expenses | 842.64 | | |
| ESS Meetings - Other | 0.00 | 3,600.00 | -3,600.00 |
| Total ESS Meetings | 1,822.80 | 3,600.00 | -1,777.20 |
| Insurance | | | |
| Directors and Officers | 0.00 | 0.00 | 0.00 |
| Errors and Omissions | 0.00 | 0.00 | 0.00 |
| Liability Insurance | -15.00 | 0.00 | 0.00 |
| Property and General Liability | 0.00 | 0.00 | 0.00 |
| Insurance - Other | 0.00 | -15.00 | 15.00 |
| Total Insurance | -15.00 | -15.00 | 0.00 |
| Legal Fees | | | |
| Legal Fees - Govt. Relations | 9,000.00 | 9,000.00 | 0.00 |
| Professional Fees | 6,500.00 | 6,500.00 | 0.00 |
| Aureon | 2,470.00 | 2,600.00 | -130.00 |
| Total Professional Fees | 2,470.00 | 2,600.00 | -130.00 |
| Project Management | | | |
| Admin Asst Computer Software | 49,212.50 | 49,462.50 | -250.00 |
| Personnel Recruitment | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |
| Total Administration | 128,177.74 | 132,536.25 | -4,358.51 |

Iowa Land Records - Fund 255

Profit & Loss Budget vs. Actual

July 2018 through April 2019

| | Jul '18 - Apr 19 | Budget | \$ Over Budget |
|--------------------------------|------------------|------------|----------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Reserve Expenses Spent | 25,425.93 | 0.00 | 25,425.93 |
| E-Recording Fee | 465,279.45 | 499,572.52 | -34,293.07 |
| Interest | 11,539.45 | 7,899.15 | 3,640.30 |
| Total Income | 502,244.83 | 507,471.67 | -5,226.84 |
| Expense | | | |
| Administration | | | |
| Business Analysis & QA | 20,267.50 | 20,317.50 | -50.00 |
| Communications | 31,415.00 | 31,596.25 | -181.25 |
| Accounting | 5,575.00 | 5,575.00 | 0.00 |
| Administrative Assistant | 8,910.00 | 10,750.00 | -1,840.00 |
| Bank Service Charges | 0.00 | 0.00 | 0.00 |
| Computer Equipment | 21.19 | 0.00 | 21.19 |
| Computer Software | 0.00 | 0.00 | 0.00 |
| ESS Meetings | | | |
| ESS Travel Expenses | 980.16 | | |
| ESS Meeting Expenses | 858.64 | | |
| ESS Meetings - Other | 0.00 | 3,600.00 | -3,600.00 |
| Total ESS Meetings | 1,838.80 | 3,600.00 | -1,761.20 |
| Insurance | | | |
| Directors and Officers | 0.00 | 0.00 | 0.00 |
| Errors and Omissions | 0.00 | 0.00 | 0.00 |
| Liability Insurance | -15.00 | | |
| Property and General Liability | 0.00 | 0.00 | 0.00 |
| Insurance - Other | 0.00 | -15.00 | 15.00 |
| Total Insurance | -15.00 | -15.00 | 0.00 |
| Legal Fees | | | |
| Legal Fees - Govt. Relations | 10,000.00 | 10,000.00 | 0.00 |
| Professional Fees | 7,500.00 | 7,500.00 | 0.00 |
| Aureon | 2,860.00 | 2,860.00 | 0.00 |
| Total Professional Fees | 2,860.00 | 2,860.00 | 0.00 |
| Project Management | | | |
| Admin Asst Computer Software | 54,712.50 | 54,962.50 | -250.00 |
| Personnel Recruitment | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |
| Total Administration | 143,084.99 | 147,146.25 | -4,061.26 |

12:27 PM

05/03/19

Accrual Basis

Iowa Land Records - Fund 255

Profit & Loss Budget vs. Actual

July 2018 through April 2019

| | Jul '18 - Apr 19 | Budget | \$ Over Budget |
|-----------------------------------|------------------|-----------|----------------|
| Customer Support | | | |
| Computer Software | 0.00 | 0.00 | 0.00 |
| Remote Customer Service Rep. | 0.00 | 0.00 | 0.00 |
| Account Manager | 64,245.44 | 64,290.64 | -45.20 |
| Business Analyst & QA | 0.00 | 0.00 | 0.00 |
| Total Customer Support | 64,245.44 | 64,290.64 | -45.20 |
| Education and Outreach | | | |
| Postage | 50.76 | | |
| Stakeholder Engagement | 99.28 | | |
| ICRA Meetings | 399.87 | | |
| Electronic E-Sub Promo Content | 700.00 | | |
| MISMO Meetings | 2,290.91 | | |
| MISMO Membership | 2,500.00 | | |
| CBI Membership | 775.00 | | |
| Printed E-Sub Promo Materials | 254.25 | | |
| ICRA Conference | 128.23 | | |
| IMA Membership | 200.00 | | |
| Misc. Color Printing | 902.96 | | |
| Online Educational Tools | | | |
| Survey Monkey | 741.21 | | |
| Adobe Connect | 1,000.00 | | |
| Salesforce-Exact Target | 6,607.11 | | |
| Salesforce-CRM | 2,700.00 | | |
| Online Educational Tools - Other | 1,042.16 | | |
| Total Online Educational Tools | 12,090.48 | | |
| PRIA Meetings | 5,057.97 | | |
| PRIA Membership | 675.00 | | |
| Promotional Items | 95.38 | | |
| Tradeshow - Meeting Exhibit | | | |
| Exhibit Registration | 2,375.00 | | |
| Exhibit Drawing | 1,162.30 | | |
| Total Tradeshow - Meeting Exhibit | 3,537.30 | | |
| Workshops | | | |
| Facility Rental | 325.00 | | |
| Lodging | 199.36 | | |
| Travel | | | |
| Meal Reimbursement | 37.18 | | |
| mileage reimbursement | 255.70 | | |
| Total Travel | 292.88 | | |
| Total Workshops | 817.24 | | |

Iowa Land Records - Fund 255

Profit & Loss Budget vs. Actual

July 2018 through April 2019

| | Jul '18 - Apr 19 | Budget | \$ Over Budget |
|---------------------------------------|------------------|------------|----------------|
| Education and Outreach - Other | 0.00 | 36,938.85 | -36,938.85 |
| Total Education and Outreach | 30,574.63 | 36,938.85 | -6,364.22 |
| Hosting | | | |
| Bandwidth | 38,295.90 | 30,864.50 | 7,431.40 |
| Domain Registration | 755.10 | 771.68 | -16.58 |
| Software | | | |
| Jet Brains | 0.00 | 0.00 | 0.00 |
| Nessus | 0.00 | 0.00 | 0.00 |
| Accusoft-Prizm | 0.00 | 0.00 | 0.00 |
| DB 2 Maintenance | 0.00 | 0.00 | 0.00 |
| FTP Software | 816.48 | 932.88 | -116.40 |
| Jira/Confluence | 272.16 | 276.00 | -3.84 |
| Cloud Storage | 686.94 | 1,049.24 | -362.30 |
| GeolP database | 0.00 | 0.00 | 0.00 |
| City State Zip data | 200.00 | 200.00 | 0.00 |
| VMWare | 0.00 | 0.00 | 0.00 |
| Security Monitoring | 0.00 | 0.00 | 0.00 |
| Total Software | 1,975.58 | 2,458.12 | -482.54 |
| Total Hosting | 41,026.58 | 34,094.30 | 6,932.28 |
| ILR External Develo-Programming | | | |
| Redaction Services | | | |
| Back File Redaction | 25,425.93 | 0.00 | 55,578.49 |
| Forward File Redaction | 55,578.49 | 59,168.78 | -59,168.78 |
| Redaction Services - Other | 0.00 | | |
| Total Redaction Services | 81,004.42 | 59,168.78 | 21,835.64 |
| Software-System Development | 0.00 | 0.00 | 0.00 |
| SysAdmn-DB Support | 0.00 | 0.00 | 0.00 |
| Total ILR External Develo-Programming | 81,004.42 | 59,168.78 | 21,835.64 |
| ILR Internal Develo-Programming | | | |
| Technical Lead | 116,453.25 | 116,626.93 | -173.68 |
| Training | 0.00 | 0.00 | 0.00 |
| Total ILR Internal Develo-Programming | 116,453.25 | 116,626.93 | -173.68 |
| Miscellaneous | 40.30 | | |

Iowa Land Records - Fund 255
Profit & Loss Budget vs. Actual
July 2018 through April 2019

| | Jul '18 - Apr 19 | Budget | \$ Over Budget |
|------------------------------|------------------|------------|----------------|
| Office Operations | | | |
| B&W copying-printing | 367.67 | 437.91 | -70.24 |
| Office Space Lease | 24,800.00 | 24,800.00 | 0.00 |
| Office Supplies | 67.14 | 215.15 | -148.01 |
| Official Publication Expense | 391.21 | 368.66 | 22.55 |
| Parking | 0.00 | 0.00 | 0.00 |
| Postage | 248.84 | 342.13 | -93.29 |
| Teleconference | 2,548.08 | 2,051.46 | 496.62 |
| Telephone/Internet | 4,800.00 | 4,800.00 | 0.00 |
| Office Tech Support | 5,401.80 | 5,575.90 | -174.10 |
| Total Office Operations | 38,624.74 | 38,591.21 | 33.53 |
| Total Expense | 515,054.35 | 496,856.96 | 18,197.39 |
| Net Ordinary Income | -12,809.52 | 10,614.71 | -23,424.23 |
| Net Income | -12,809.52 | 10,614.71 | -23,424.23 |

Iowa Land Records - Fund 255

Profit & Loss Budget vs. Actual

July 2018 through March 2019

| | Jul '18 - Mar 19 | Budget | \$ Over Budget |
|------------------------------------------|------------------|------------------|-------------------|
| Customer Support | | | |
| Computer Software | 0.00 | 0.00 | 0.00 |
| Remote Customer Service Rep. | 0.00 | 0.00 | 0.00 |
| Account Manager | 55,640.46 | 58,365.64 | -2,725.18 |
| Business Analyst & QA | 0.00 | 0.00 | 0.00 |
| Total Customer Support | 55,640.46 | 58,365.64 | -2,725.18 |
| Education and Outreach | | | |
| Postage | 50.76 | | |
| Stakeholder Engagement | 99.28 | | |
| ICRA Meetings | 379.87 | | |
| Electronic E-Sub Promo Content | 700.00 | | |
| MISMO Meetings | 2,290.91 | | |
| MISMO Membership | 2,500.00 | | |
| CBI Membership | 775.00 | | |
| Printed E-Sub Promo Materials | 254.25 | | |
| IMA Membership | 200.00 | | |
| Misc. Color Printing | 576.50 | | |
| Online Educational Tools | | | |
| Survey Monkey | 741.21 | | |
| Adobe Connect | 1,000.00 | | |
| Salesforce-Exact Target | 6,671.76 | | |
| Salesforce-CRM | 2,700.00 | | |
| Online Educational Tools - Other | 933.00 | | |
| Total Online Educational Tools | 12,045.97 | | |
| PRIA Meetings | 4,585.48 | | |
| PRIA Membership | 675.00 | | |
| Promotional Items | 95.38 | | |
| Tradeshow - Meeting Exhibit | 2,375.00 | | |
| Exhibit Registration | 100.00 | | |
| Exhibit Drawing | | | |
| Total Tradeshow - Meeting Exhibit | 2,475.00 | | |
| Workshops | | | |
| Facility Rental | 200.00 | | |
| Total Workshops | 200.00 | | |
| Education and Outreach - Other | 0.00 | 32,108.85 | -32,108.85 |
| Total Education and Outreach | 27,903.40 | 32,108.85 | -4,205.45 |
| Hosting | | | |
| Bandwidth | 35,223.00 | 27,764.50 | 7,458.50 |
| Domain Registration | 681.68 | 696.68 | -15.00 |

Iowa Land Records - Fund 255

Profit & Loss Budget vs. Actual

July 2018 through March 2019

| | Jul '18 - Mar '19 | Budget | \$ Over Budget |
|----------------------------------------------|-------------------|-------------------|------------------|
| Software | | | |
| Jet Brains | 0.00 | 0.00 | 0.00 |
| Nessus | 0.00 | 0.00 | 0.00 |
| Accusoft-Prizm | 0.00 | 0.00 | 0.00 |
| DB 2 Maintenance | 0.00 | 0.00 | 0.00 |
| FTP Software | 725.76 | 837.88 | -112.12 |
| Jira/Confluence | 241.92 | 246.00 | -4.08 |
| Cloud Storage | 650.66 | 799.24 | -148.58 |
| GeolP database | 0.00 | 0.00 | 0.00 |
| City State Zip data | 200.00 | 200.00 | 0.00 |
| VMWare | 0.00 | 0.00 | 0.00 |
| Security Monitoring | 0.00 | 0.00 | 0.00 |
| Total Software | 1,818.34 | 2,083.12 | -264.78 |
| Total Hosting | 37,723.02 | 30,544.30 | 7,178.72 |
| ILR External Develo-Programming | | | |
| Redaction Services | | | |
| Back File Redaction | 25,425.93 | | |
| Forward File Redaction | 51,110.46 | 0.00 | 51,110.46 |
| Redaction Services - Other | 0.00 | 53,418.78 | -53,418.78 |
| Total Redaction Services | 76,536.39 | 53,418.78 | 23,117.61 |
| Software-System Development | 0.00 | 0.00 | 0.00 |
| SysAdmn-DB Support | 0.00 | 0.00 | 0.00 |
| Total ILR External Develo-Programming | 76,536.39 | 53,418.78 | 23,117.61 |
| ILR Internal Develo-Programming | | | |
| Technical Lead | 100,602.39 | 105,927.80 | -5,325.41 |
| Training | 0.00 | 0.00 | 0.00 |
| Total ILR Internal Develo-Programming | 100,602.39 | 105,927.80 | -5,325.41 |
| Miscellaneous | 40.30 | | |
| Office Operations | | | |
| B&W copying-printing | 333.19 | 387.91 | -54.72 |
| Office Space Lease | 22,300.00 | 22,300.00 | 0.00 |
| Office Supplies | 48.47 | 115.15 | -66.68 |
| Official Publication Expense | 370.01 | 333.66 | 36.35 |
| Parking | 0.00 | 0.00 | 0.00 |
| Postage | 248.84 | 292.13 | -43.29 |
| Teleconference | 2,278.66 | 1,901.46 | 377.20 |

12:25 PM

05/03/19

Accrual Basis

Iowa Land Records - Fund 255 Profit & Loss Budget vs. Actual July 2018 through March 2019

| | Jul '18 - Mar '19 | Budget | \$ Over Budget |
|-------------------------|-------------------|------------|----------------|
| Telephone/Internet | 4,320.00 | 4,320.00 | 0.00 |
| Office Tech Support | 4,861.62 | 5,000.90 | -139.28 |
| Total Office Operations | 34,760.79 | 34,651.21 | 109.58 |
| Total Expense | 461,384.49 | 447,552.83 | 13,831.66 |
| Net Ordinary Income | 7,631.87 | 11,768.84 | -4,136.97 |
| Net Income | 7,631.87 | 11,768.84 | -4,136.97 |

Iowa County Recorders Association

Profit & Loss

January through March 2019

| | Jan - Mar 19 |
|--------------------------------------------|--------------|
| Income | |
| BudgetedIncome | |
| Bad Payment Fee | 30.00 |
| PMTSERVICEFEE | 339.52 |
| POSSERVICEFEE | 15,926.53 |
| SERVICEFEE | |
| ACH | 114,049.49 |
| CC | 13,259.26 |
| DDCC | 716.26 |
| DRAWDOWN | 22,496.00 |
| Total SERVICEFEE | 150,521.01 |
| Total BudgetedIncome | 166,817.06 |
| RevolvingIncome | |
| ERECORDING | |
| AUDITORFEE | 48,820.00 |
| TRANSFERTAX | 1,998,661.60 |
| ERECORDING - Other | 1,154,804.90 |
| Total ERECORDING | 3,202,286.50 |
| Expense Reimbursement - CLRI | 61,838.79 |
| Fund 255 Repayment | 16.91 |
| HPPAYMENT | 7,442.65 |
| POSPAYMENT | 579,268.99 |
| Total RevolvingIncome | 3,850,853.84 |
| Total Income | 4,017,670.90 |
| Expense | |
| Advertising | 0.00 |
| Bank Service Charges | 114.68 |
| Budgeted Expenses | |
| Accounting | |
| Accounting Software-Services | 3,864.94 |
| Bookkeeping | 13,200.00 |
| Total Accounting | 17,064.94 |
| Administrative Support | 3,860.00 |
| Business Analysis- Comm | 6,270.00 |
| EDS Credit Card Setup-Support | |
| Local Credit Card Equipment | 398.00 |
| Total EDS Credit Card Setup-Support | 398.00 |
| Marketing-Communications | 9,243.75 |
| Office Tech Support | 1,620.54 |
| Payment Expenses | |
| Bank Account Analysis Fee | 2,925.25 |
| BOA Merchant Service Charge | |
| BOAOLN 430132313509772 Mer Acct | 6,852.99 |
| BOAOTC 430132313849862 Mer Acct | 1,421.81 |
| Total BOA Merchant Service Charge | 8,274.80 |
| Gateway Transaction Fees | |
| EDS Online Transaction Fees | 12,722.90 |
| EDS OTC Transaction Fees | 760.20 |
| POSTransactionsFees | 10,829.60 |
| Total Gateway Transaction Fees | 24,312.70 |
| Total Payment Expenses | 35,512.75 |

Iowa County Recorders Association

Profit & Loss

January through March 2019

| | Jan - Mar 19 |
|---------------------------------------|---------------------|
| Project Management | 16,250.00 |
| Software Dev. - Programming | 70,148.59 |
| Software License-Maintenance | 9,367.00 |
| Total Budgeted Expenses | 169,735.57 |
| Depreciation Expense | 14,164.92 |
| Miscellaneous | -0.02 |
| Planned Reserve Expenses | |
| Software License Expense | 1,556.00 |
| Total Planned Reserve Expenses | 1,556.00 |
| RevolvingExpenses | |
| Computer Equipmnt | 21.19 |
| Computer Software | 326.99 |
| Dues and Subscriptions | 666.88 |
| Education and Outreach-Rev | 3,976.04 |
| ESS Committee | |
| ESS Meeting Expenses | 148.91 |
| Official Publications | 97.80 |
| Total ESS Committee | 246.71 |
| ESSPayments | |
| COUNTYDISTRIBUTION | 3,195,971.00 |
| PMTDISTRIBUTION | 7,152.65 |
| POSDISTRIBUTION | 569,701.61 |
| Total ESSPayments | 3,772,825.26 |
| Legal Fees | 5,500.00 |
| Merit Resources | 56,539.00 |
| Office Supplies | 18.67 |
| Teleconference | 379.90 |
| Total RevolvingExpenses | 3,840,500.64 |
| Total Expense | 4,026,071.79 |
| Net Income | -8,400.89 |

Iowa County Recorders Association
Balance Sheet
As of March 31, 2019

| | Mar 31, 19 |
|---------------------------------------|---------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Bank of America | |
| Unrestricted Reserve Account | 40,000.00 |
| Bank of America - Other | 677,050.09 |
| Total Bank of America | 717,050.09 |
| Total Checking/Savings | 717,050.09 |
| Accounts Receivable | |
| Accounts Receivable | 2,420.40 |
| Total Accounts Receivable | 2,420.40 |
| Other Current Assets | |
| Due from State | 9,151.38 |
| Prepaid Expenses | 149,596.23 |
| Total Other Current Assets | 158,747.61 |
| Total Current Assets | 878,218.10 |
| Fixed Assets | |
| Accumulated Depreciation | -459,314.26 |
| Asset in Process | 221,952.42 |
| Computer Equipment | 566,393.44 |
| Total Fixed Assets | 329,031.60 |
| TOTAL ASSETS | 1,207,249.70 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| Accounts Payable | 14,369.60 |
| Total Accounts Payable | 14,369.60 |
| Credit Cards | |
| Corp-BOA Visa 2026 | 2,558.57 |
| Total Credit Cards | 2,558.57 |
| Other Current Liabilities | |
| Accrued Compensation | 23,490.53 |
| Deferred Revenues | 137,670.97 |
| DRAWDOWN | 34,431.30 |
| Total Other Current Liabilities | 195,592.80 |
| Total Current Liabilities | 212,520.97 |
| Total Liabilities | 212,520.97 |
| Equity | |
| Retained Earnings | 1,003,129.62 |
| Net Income | -8,400.89 |
| Total Equity | 994,728.73 |
| TOTAL LIABILITIES & EQUITY | 1,207,249.70 |

Iowa County Recordors Association
Profit & Loss Budget vs. Actual
January through March 2019

| | <u>Jan - Mar 19</u> | <u>Budget</u> | <u>\$ Over Budget</u> |
|--------------------------------|---------------------|-------------------|-----------------------|
| Income | | | |
| BudgetedIncome | | | |
| Bad Payment Fee | 30.00 | 90.00 | -60.00 |
| Event Income | 0.00 | 0.00 | 0.00 |
| Local Serv. Prov. Maint. Acct. | 0.00 | 0.00 | 0.00 |
| PMTSERVICEFEE | 339.52 | | |
| POSSERVICEFEE | 15,926.53 | 18,000.00 | -2,073.47 |
| SERVICEFEE | 150,521.01 | 186,000.00 | -35,478.99 |
| Total BudgetedIncome | <u>166,817.06</u> | <u>204,090.00</u> | <u>-37,272.94</u> |
| Total Income | 166,817.06 | 204,090.00 | -37,272.94 |
| Expense | | | |
| Budgeted Expenses | | | |
| Accounting | | | |
| Bookkeeping | 13,200.00 | 13,200.00 | 0.00 |
| Accounting - Other | 0.00 | 3,790.00 | -3,790.00 |
| Total Accounting | <u>13,200.00</u> | <u>16,990.00</u> | <u>-3,790.00</u> |
| Administrative Support | 3,860.00 | 4,500.00 | -640.00 |
| Business Analysis- Comm | 6,270.00 | 6,300.00 | -30.00 |
| EDS Credit Card Setup-Support | 398.00 | 3,000.00 | -2,602.00 |
| Event Expenses | 0.00 | 0.00 | 0.00 |
| Insurance Expense | 0.00 | 0.00 | 0.00 |
| Marketing-Communications | 9,243.75 | 9,750.00 | -506.25 |
| Office Tech Support | 1,620.54 | 1,650.00 | -29.46 |
| Payment Expenses | 35,512.75 | 39,000.00 | -3,487.25 |
| Project Management | 16,250.00 | 16,500.00 | -250.00 |
| Software Dev. - Programming | 70,148.59 | 70,000.00 | 148.59 |
| Software License-Maintenance | 9,367.00 | 10,150.00 | -783.00 |
| Total Budgeted Expenses | <u>165,870.63</u> | <u>177,840.00</u> | <u>-11,969.37</u> |
| Total Expense | <u>165,870.63</u> | <u>177,840.00</u> | <u>-11,969.37</u> |
| Net Income | <u>946.43</u> | <u>26,250.00</u> | <u>-25,303.57</u> |

**Iowa County Recorders Association
Consolidated Financial Statements
December 31, 2018**

DRAFT

Accountant's Compilation Report

Iowa County Recorders Association
Toledo, IA 52342

Management is responsible for the accompanying financial statements of Iowa County Recorders Association (a nonprofit organization), which comprise the statement of financial position as of December 31, 2018, and the related statement of activities for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management, and we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the organization's financial position, changes in net assets, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The supplementary information appearing on pages 5 – 8 is presented for the purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the information and do not express an opinion, conclusion, nor provide any assurance on such information.

We are not independent with respect to Iowa County Recorders Association.

BerganKDV, Ltd

Johnston, IA
March 29, 2019

**Iowa County Recordors Association
Statement of Financial Position
As of December 31, 2018**

Assets

| | | |
|------------------------------|--------------|--------------------------|
| Current Assets | | |
| Bank of America | \$ | 705,469.17 |
| General - Freedom Bank | | 63,821.39 |
| Certification - Freedom Bank | | 13,207.40 |
| Hospitality - Freedom Bank | | 1,631.39 |
| Accounts Receivable - ESS | | 3,090.71 |
| Due from State - ESS | | 9,151.38 |
| Prepaid Expenses - ESS | | 149,596.23 |
| Property and Equipment | | |
| Computer Equipment - ESS | 566,393.44 | |
| Asset in Process | 221,952.42 | |
| Accum Depr - Computer Equip | (445,149.34) | |
| | | <hr/> |
| Net Property and Equipment | | 343,196.52 |
| Total Assets | \$ | <hr/> <hr/> 1,289,164.19 |

Liabilities and Net Assets

| | | |
|-------------------------------------|------------|--------------------------|
| Liabilities | | |
| Accounts Payable - ESS | \$ | 8,596.99 |
| Drawdown - ESS | | 37,615.90 |
| Accrued Compensation - ESS | | 23,490.53 |
| Deferred Revenue - ESS | | 137,670.97 |
| | | <hr/> |
| Total Liabilities | | 207,374.39 |
| Net Assets | | |
| Unrestricted | 853,068.63 | |
| Increase in Unrestricted Net Assets | 228,721.17 | |
| | | <hr/> |
| Total Net Assets | | 1,081,789.80 |
| Total Liabilities & Net Assets | \$ | <hr/> <hr/> 1,289,164.19 |

**Iowa County Recorders Association
Statement of Activities
Year Ended December 31, 2018**

| | |
|--------------------------------|---------------|
| Receipts | |
| Hospitality | \$ 4,894.00 |
| Summer/Spring School | 67.00 |
| Interest Income | 745.33 |
| Expense Reimb - CLRIS Fund 255 | 295,430.47 |
| HP Payment | 1,534,843.47 |
| HP Payment Service Fee | 70,564.90 |
| Local Serv. Prov. Maint. Acct. | 273,657.58 |
| Discount: Serv Prov Cost Share | (111,369.07) |
| Bad Payment Fee | (60.00) |
| Service Fee | (39.00) |
| Service Fee: ACH | 570,268.00 |
| Service Fee: Credit Card | 50,941.16 |
| Service Fee: DDCC | 1,786.09 |
| Service Fee: Drawdown | 107,561.60 |
| ERecording | 5,827,690.19 |
| ERecording: Auditor Fee | 234,840.00 |
| ERecording: Transfer Tax | 10,468,644.80 |
| Fund 255 Repayment | 230.00 |
| Miscellaneous | 41.00 |
| | <hr/> |
| Total Receipts | 19,330,737.52 |
| | <hr/> |

Continued on next page

**Iowa County Recorders Association
Statement of Activities
Year Ended December 31, 2018**

| | |
|-------------------------------------|---------------|
| Expenditures | |
| Administrative Support | 6,062.50 |
| Bank Service Charges | 73.54 |
| Annual Audit | 5,575.00 |
| Computer Support | 283,668.38 |
| Computer Equipment | 917.52 |
| Computer Software | 46,511.92 |
| Consulting - Software Dev | 2,871.87 |
| Dues & Subscriptions | 6,058.73 |
| Hospitality | 2,068.00 |
| Insurance | 22,721.73 |
| Meetings | 2,667.67 |
| Meals and Entertainment | 121.11 |
| Mileage & Travel | 10,357.17 |
| Postage & Freight | 446.34 |
| Software Dev. - Programming | 10,431.29 |
| Marketing-Communications | 34,326.25 |
| Project Management | 65,642.50 |
| Legal Fees | 23,500.00 |
| Accounting Fees | 57,511.76 |
| Professional Fees:Other | 900.00 |
| Bank Account Analysis Charges | 37,005.69 |
| Summer/Spring School | 1,557.00 |
| Education & Outreach | 10,930.95 |
| ESS Committee: Travel | 2,140.00 |
| ESS Committee: Meeting Exp | 970.96 |
| ESS Committee: Official Public | 478.65 |
| ESS Pmts: County Distribution | 16,593,112.70 |
| ESS Pmts: Pmt Distribution | 1,429,583.52 |
| ESS Pmts: POS Distribution | 28,106.27 |
| Supplies | 237.60 |
| Teleconference | 2,411.95 |
| Depreciation | 53,567.23 |
| Merit Resource | 210,002.00 |
| EDS CC Custom Setup Fee | 19,502.00 |
| EDS Online Transaction Fees | 58,337.25 |
| EDS OTC Transaction Fees | 17,129.94 |
| BOAOLN 9772 Service Charge | 21,904.65 |
| BOAOTC 9862 Service Charge | 32,604.71 |
| | <hr/> |
| Total Expenditures | 19,102,016.35 |
| | <hr/> |
| Increase in Unrestricted Net Assets | \$ 228,721.17 |
| | <hr/> <hr/> |

See accountant's report.

SUPPLEMENTARY INFORMATION

**Iowa County Recorders Association
Statement of Activities (General Activity)
Year Ended December 31, 2018**

| | | |
|-------------------------------------|----|-------------|
| Receipts | | |
| Hospitality | \$ | 4,894.00 |
| Summer/Spring School | | 67.00 |
| Interest Income | | 745.33 |
| | | <hr/> |
| Total Receipts | | 5,706.33 |
| | | <hr/> |
| Expenditures | | |
| Hospitality | | 2,068.00 |
| Meetings | | 2,667.67 |
| Meals and Entertainment | | 121.11 |
| Mileage & Travel | | 10,357.17 |
| Postage & Freight | | 10.00 |
| Professional Fees:Other | | 900.00 |
| Summer/Spring School | | 1,557.00 |
| | | <hr/> |
| Total Expenditures | | 17,680.95 |
| | | <hr/> |
| Decrease in Unrestricted Net Assets | \$ | (11,974.62) |
| | | <hr/> <hr/> |

**Iowa County Recorders Association
Statement of Activities (ESS)
Year Ended December 31, 2018**

| | | |
|--------------------------------|----|---------------|
| Receipts | | |
| Expense Reimb - CLRIS Fund 255 | \$ | 295,430.47 |
| HP Payment | | 1,534,843.47 |
| HP Payment Service Fee | | 70,564.90 |
| Local Serv. Prov. Maint. Acct. | | 273,657.58 |
| Discount: Serv Prov Cost Share | | (111,369.07) |
| Bad Payment Fee | | (60.00) |
| Service Fee | | (39.00) |
| Service Fee: ACH | | 570,268.00 |
| Service Fee: Credit Card | | 50,941.16 |
| Service Fee: DDCC | | 1,786.09 |
| Service Fee: Drawdown | | 107,561.60 |
| ERecording | | 5,827,690.19 |
| ERecording: Auditor Fee | | 234,840.00 |
| ERecording: Transfer Tax | | 10,468,644.80 |
| Fund 255 Repayment | | 230.00 |
| Miscellaneous | | 41.00 |
| | | <hr/> |
| Total Receipts | | 19,325,031.19 |

Continued on next page

**Iowa County Recorders Association
Statement of Activities (ESS)
Year Ended December 31, 2018**

| | |
|-------------------------------------|-----------------------------|
| Expenditures | |
| Administrative Support | 6,062.50 |
| Bank Service Charges | 73.54 |
| Annual Audit | 5,575.00 |
| Computer Support | 283,668.38 |
| Computer Equipment | 917.52 |
| Computer Software | 46,511.92 |
| Consulting - Software Dev | 2,871.87 |
| Dues & Subscriptions | 6,058.73 |
| Insurance | 22,721.73 |
| Postage & Freight | 436.34 |
| Software Dev. - Programming | 10,431.29 |
| Marketing-Communications | 34,326.25 |
| Project Management | 65,642.50 |
| Legal Fees | 23,500.00 |
| Accounting Fees | 57,511.76 |
| Bank Account Analysis Charges | 37,005.69 |
| Education & Outreach | 10,930.95 |
| ESS Committee: Travel | 2,140.00 |
| ESS Committee: Meeting Exp | 970.96 |
| ESS Committee: Official Public | 478.65 |
| ESS Pmts: County Distribution | 16,593,112.70 |
| ESS Pmts: Pmt Distribution | 1,429,583.52 |
| ESS Pmts: POS Distribution | 28,106.27 |
| Supplies | 237.60 |
| Teleconference | 2,411.95 |
| Depreciation | 53,567.23 |
| Merit Resource | 210,002.00 |
| EDS CC Custom Setup Fee | 19,502.00 |
| EDS Online Transaction Fees | 58,337.25 |
| EDS OTC Transaction Fees | 17,129.94 |
| BOAOLN 9772 Service Charge | 21,904.65 |
| BOAOTC 9862 Service Charge | 32,604.71 |
| Total Expenditures | <u>19,084,335.40</u> |
| Increase in Unrestricted Net Assets | <u><u>\$ 240,695.79</u></u> |

Maintenance and Support Agreement

[Service Provider Name]

And

Electronic Services System

July 1, 2019

TABLE OF CONTENTS

| | |
|-----------------------------------------------------------|----|
| Section 1. Preamble | 4 |
| Section 2. Definition of Terms..... | 5 |
| Section 3. Scope of Work | 8 |
| 3.1 Software License Agreement..... | 8 |
| 3.2 Scope of Work | 8 |
| 3.3 Specifications and Performance Standards..... | 8 |
| 3.3 Amendments | 8 |
| Section 4. Compensation. | 9 |
| Section 5. Term..... | 9 |
| Section 6. General Provisions..... | 10 |
| 6.1 Third Party Beneficiaries..... | 10 |
| 6.2 Entire Agreement..... | 10 |
| 6.3 Cumulative Rights | 10 |
| 6.4 Severability | 10 |
| 6.5 Authorization | 10 |
| 6.6 Successors in Interest..... | 11 |
| 6.7 Headings or Captions..... | 11 |
| 6.8 Multiple Counterparts | 11 |
| 6.9 Not a Joint Venture | 11 |
| 6.10 Additional Provisions..... | 11 |
| 6.11 Further Assurances and Corrective Instruments..... | 11 |
| 6.12 Interpretation..... | 11 |
| Section 7. Limitation of Liability..... | 12 |
| 7.1 Limitation of Liability..... | 12 |
| Section 8. Signatures..... | 12 |
| Exhibit A: Scope of Work..... | 13 |
| Overview..... | 13 |
| Business Functions and Operations | 13 |
| Service Provider ESS API Developments | 15 |
| ESS and Iowa Land Records Updates | 16 |
| ESS Update Processes..... | 16 |
| Significant ESS Updates..... | 17 |
| County Recorder Support | 18 |
| E-Recording Fees..... | 19 |
| County Recorder Support Exclusions..... | 19 |
| Reports | 20 |
| Periodic Service Provider Meetings/Conference Calls..... | 21 |
| ESS Quality Assurance Activities | 21 |
| Service Provider System Conversions and Migrations..... | 22 |
| Exhibit B: Specifications and Performance Standards | 25 |
| ESS API Web Service Specifications..... | 25 |
| Service Provider ESS API Developments – Processes..... | 26 |

| | |
|--------------------------------------------------------------------------|-------------------------------------|
| <i>ESS and Iowa Land Records Portal and E-Submission Processes</i> | 26 |
| <i>E-Submission Stamp Correction Process</i> | 26 |
| <i>Scheduling Available Processes</i> | 27 |
| <i>Web Service Call Limitations.....</i> | 27 |
| <i>Logging</i> | Error! Bookmark not defined. |
| <i>Data Validation.....</i> | 27 |
| <i>Monitoring ESS API response messages</i> | 28 |
| <i>Operation of Service Provider ESS API Developments.....</i> | 28 |
| XML..... | 29 |
| Programming Language..... | 29 |
| Testing..... | 29 |
| Other Specifications and Technical Requirements | 30 |
| <i>_Code Values</i> | 30 |
| <i>Portal and E-Submission Web Service Timing</i> | 31 |
| PDF and Imaging..... | 32 |
| ESS and Iowa Land Records Portal | 32 |
| TIFF Image Format..... | 33 |
| E-Submission Images..... | 33 |
| Recording Information for E-Submission Documents | 33 |
| TLS | 34 |
| Recording Date and Time | 34 |

This Maintenance and Support Agreement dated to be effective as of July 1, 2019, is made by and between [Company Name] (“[Company Short Title]” and “Service Provider”) [Company Address] and the Electronic Services System, 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (“ESS”).

Section 1. Preamble

WHEREAS, Service Provider provides software, consulting, and support services to which enables County Recorders to provide services to the public including but not limited to electronically indexing and/or recording documents and the archiving of electronic images of such documents; and

WHEREAS, the Iowa County Recorders Association and Service Provider have previously executed and implemented prior agreements for maintenance and support services and/or other software development and technology consulting services; and

WHEREAS, governance of the Electronic Services System (ESS) is provided through an intergovernmental agreement established under Chapter 28E of the Iowa Code, operating under the direction of County Recorders and in cooperation with the Iowa County Recorders Association; and

WHEREAS, the Service Provider has continuously provided a nonexclusive, perpetual, fully paid-up License for software developed to integrate with systems developed and maintained by ESS in service to County Recorders; and

WHEREAS, Service Provider has provided maintenance and support for the systems established to exchange information with ESS and to facilitate the specified business functions in service to ESS and County Recorders in their client counties pursuant to prior agreements; and

WHEREAS, ESS and Service Provider desire to establish an updated maintenance and support agreement to ensure the ongoing and successful operation of ESS systems including but not limited to the Iowa Land Records system;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained herein, along with other good and valuable consideration, the receipt of which is hereby acknowledged, Service Provider and ESS hereby agree as follows.

Section 2. Definition of Terms

Agreement - this Maintenance and Support Agreement.

API - an application program interface, a set of routines, protocols, and tools for building software applications.

Complete Recorded Document - A recorded document which includes a document image in an authorized format accompanied by a minimum amount of associated data including at least one party name, a correctly mapped document type, the recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording).

Conversion - The process undertaken by a County to convert from one product version or type of Service Provider System to another Service Provider System provided by the same Service Provider, even when the product is delivered by a different division, branch or affiliate of the Service Provider's company.

County - any county which is a member of, or participates in, the Electronic Services System, and which participates in the electronic delivery of government services including but not limited to the Iowa Land Records system.

County Operating Hours - the hours of normal operation of the land records recording office of the applicable County during which documents are accepted or processed for recording.

Data - information which is transmitted to or received by a County, another government entity, the Electronic Services System, any private organization or citizen.

Defect - a flaw in the Deliverables that prevents the exchange of Data or the operation of a business function.

Deficiency - a failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including but not limited to any failure of a Deliverable to conform to or meet an applicable Specification.

Deliverables - the goods and services to be provided by Service Provider to ESS and each County as more specifically set forth in the exhibits attached hereto as Exhibits A, B and C where applicable.

Derivative Works – any modification of a Service Provider system which is required to integrate with an ESS API.

Developments - any HTML pages, database designs, training materials, application documentation, and any portion of application software specifically developed for ESS and each County.

Document Images – Images which are submitted for recording through the ILR E-Submission service in PDF format, which after recording are converted to the format specified by a County and Service Provider System for permanent archiving by the County, or images or recorded which are transferred to ESS and Iowa Land Records for public, registered user access through the Iowa Land Records web site.

Documentation - all technical information, commentary, design documents, code and test materials, training materials and guides, operator's or user's manuals, technical manuals, worksheets, and all other information, documentation and materials related to or used in conjunction with the Deliverables.

Electronic Services System (ESS) - the 28E governmental organization established by Iowa counties to facilitate the electronic delivery of government services.

Electronic Services System API (ESS API) - Any API created, owned and maintained by the Electronic Services System.

Electronic Services System Policies and Procedures – The official policies and procedures adopted by the ESS Coordinating Committee and the Executive Board of the Iowa County Recorders Association. As provided in Section 331.604 of the Code of Iowa, Subsection 3a, each county shall comply with the policies and procedures established by the governing boards.

E-Submission - the act or practice of electronically submitting and receiving documents for recording and archiving by a County.

Fully Indexed Recorded Document - A recorded document which includes a document image in an authorized format accompanied by all of the following data indexed in the Service Provider system: all party names (correctly parsed), a correctly mapped document type, location or legal descriptions (correctly parsed), the recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording, the recording reference number for any associated document archived in the Service Provider System, the Unique Code Value permanently assigned to the document, and the Parcel Identification Number, if present in Recorder's index.

Iowa Land Records (ILR) - The applications and associated web sites and pages created, owned and maintained by the Electronic Services system to provide electronic access to recorded public documents, to facilitate E-Submission and electronic recording and to provide other electronic services.

Migration – The process undertaken by a County to migrate from one Service Provider and Service Provider System to another Service Provider and Service Provider System.

Party - the Service Provider and ESS individually.

Parties - the Service Provider and ESS collectively.

Portal - The ESS and Iowa Land Records application for receiving property and other information and images from a County system and from a Service Provider System for the purpose of providing a comprehensive county land record information system.

Recorder's Association File Transfer Module - The term previously used to describe Service Provider ESS API Developments, and the software which is subject to the Software License Agreement granted by a Service Provider as described herein.

Service Provider - [Company Name]

Service Provider ESS API Developments - all Developments provided by the Service Provider to facilitate the integration with the ESS API and the exchange of Data between a County and Iowa Land Records or other ESS systems including but not limited to the following: software, software deliverables, pre-existing work, Derivative Works and any other applicable resources. Service Provider ESS API Developments are expected to facilitate the objectives of Iowa Land Records including but not limited to quality and timely public access to land record information and Data, and quality and timely processing of electronically submitted documents through the Iowa Land Records E-Submission Service.

Service Provider System - the system of software provided by the Service Provider to a County for purpose of performing various local County functions. A Service Provider System may include but is not limited to a local land records management system.

Service Provider Counties - the Iowa Counties which are clients of the Service Provider. For the purposes of this agreement, a Service Provider County receives local land records management services through the Service Provider System.

Software License Agreement - a Software License Agreement by and between Service Provider and ESS.

Third Party - a person or entity including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc., other than ESS or the Service Provider.

Section 3. Scope of Work

3.1 Software License Agreement

Service Provider agrees to provide ESS a nonexclusive, perpetual, fully paid-up right to use the Service Provider ESS API Developments and Derivative Works. Where applicable, this is a continuance of the license agreements established pursuant to prior agreements for Maintenance and Support Services.

All Deliverables and Data provided by the Service Provider in service to ESS, excluding Service Provider ESS API Developments, Service Provider Derivative Works and other Service Provider pre-existing work, shall be owned by ESS.

The ESS API, the Iowa Land Records (ILR) system, ESS pre-existing work and all other Developments produced by ESS or by a Third Party producing Developments in service to ESS, shall be owned by ESS.

Service Provider ESS API Developments, Service Provider Derivative Works, and other Service Provider pre-existing work shall be owned by the Service Provider.

3.2 Scope of Work

Service Provider shall provide to ESS and the Service Provider Counties the maintenance and support services as set forth in the attached Exhibits including Exhibit A - Scope of Work.

3.3 Specifications and Performance Standards

Service Provider shall conform to the Specifications and Performance Standards published by ESS and as described in Exhibit B. Such Specifications and Performance Standards are incorporated herein by this reference as if fully set forth in this Agreement.

Processes for publishing and updating Specification and Performance Standards, procedures for providing Service Providers with advance notice of any Specification and Performance Standards updates, and any required implementation time frames are set forth in Exhibit B – Publication of Specifications and Performance Standards.

3.3 Amendments

The parties agree that this Agreement, including Exhibit A - Scope of Work and Exhibit B Specifications and Performance Standards [Exhibit C where applicable], may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in services, Deliverables, Developments, Service Provider ESS API Developments, and Documentation upon the mutual written consent of the parties.

Section 4. Compensation.

In consideration of Service Provider providing ESS and Service Provider Counties with the Deliverables, Developments, Service Provider ESS API Developments and Documentation as specified in Exhibits A, B and C, subject to all terms and conditions, Service Provider shall be entitled to receive fees as stated herein. It is expressly understood and agreed that in no event will the standard fees or compensation to be paid hereunder exceed the annual sum of \$2768.46 per Service Provider County.

The Service Provider Counties shall be jointly identified by ESS and the Service Provider for each fiscal year beginning July 1. The identification of Service Provider Counties shall be completed as soon as practicable, not later than first business day each June prior to the beginning of a new fiscal year on July 1.

If the Term of the Agreement is extended as provided in Section 5, the annual compensation per Service Provider County in the subsequent fiscal year shall be adjusted by the cost of living adjustment (COLA) published during the contract year by the Social Security Administration, not to exceed 3.5 percent. See: <https://www.ssa.gov/oact/cola/colasummary.html>

Except as otherwise amended by the Association through approved change vehicles, the Association shall not be required to pay any additional fees, expenses, costs, charges or other amounts in connection with the Deliverables, Developments, Service Provider ESS API Developments, and Documentation to be provided hereunder other than as expressly stated herein.

Section 5. Term

The initial term of this agreement is one year; July 1, 2019 through June 30, 2020. The term of this Agreement shall be automatically extended for subsequent one-year periods unless Service Provider or ESS is provided with a notice of intent by the other party to not extend the Agreement. Such notice shall be provided no less than ninety (90) days prior to the expiration of each one-year term.

Section 6. General Provisions

6.1 Third Party Beneficiaries

There are no Third Party beneficiaries to this Agreement. This Agreement is intended only to benefit ESS and the Service Provider.

6.2 Entire Agreement

This Agreement represents the entire Agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in this Agreement. Service Provider acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind.

6.3 Cumulative Rights

The various rights, powers, options, elections and remedies of ESS provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed ESS by law, and shall in no way affect or impair the right of ESS to pursue any other contractual, equitable or legal remedy to which ESS may be entitled as long as any default remains in any way not remedied, unsatisfied, or unresolved. The election by ESS of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

6.4 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

6.5 Authorization

Service Provider represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable in accordance with its terms.

6.6 Successors in Interest

All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective successors, assigns, and legal representatives.

6.7 Headings or Captions

The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections.

6.8 Multiple Counterparts

This agreement shall be executed in two or more counterparts, any one of which shall be an original without reference to the others.

6.9 Not a Joint Venture

Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. Each party shall be deemed an independent contractor contracting for services and acting toward the mutual benefits expected to be derived from the Agreement. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement.

6.10 Additional Provisions

The parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

6.11 Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

6.12 Interpretation

This Agreement will be deemed to have been prepared jointly. "Including" means "including without limitation."

Section 7. Limitation of Liability

7.1 Limitation of Liability

In no event shall either Party (including their respective officers, employees, shareholders, members, contractors, agents and representatives) be liable to the other Party for indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

Each Party, their successors and assigns (the “indemnifying Party”) agree to indemnify and hold harmless the other Party, its employees, officers, agents, representatives, contractors, officers, shareholders, members board members and officials (the “indemnitee”) from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney’s fees of any kind for actions or omissions of the Indemnifying Party arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

The aggregate liability of either party for any claim, breach, or alleged breach arising under this Agreement shall be limited to the annual compensation amount specified in Section 4 for the annual Term of this Agreement during which the claim arises.

This Section 7.1 shall survive termination of this Agreement.

Section 8. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

By: _____
Phil Dunshee
Project Manager
Electronic Services System
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

By: _____
[Service Provider Name, Business, Address]

Exhibit A: Scope of Work

Overview

The Electronic Services System (ESS) and systems governed and administered by ESS such as the Iowa Land Records web site and applications, is governed and managed under an intergovernmental 28E agreement established by Iowa counties. An ESS Coordinating Committee and the Executive Board of the Iowa County Records Association have the authority under Iowa law and the ESS 28E agreement to establish standards, policies and requirements for the delivery of electronic services, and all member counties are required under the 28E agreement to comply with all policies established by ESS. The scope of these policies includes but is not limited to the following.

1. The format, attributes and organization of data and images of recorded documents in ESS and member systems
2. Business rules and requirements for the management and maintenance of data and images of recorded documents in ESS and member systems
3. Specifications and procedures for the transfer of data and images from local county systems to the Electronic Services system including Iowa Land Records
4. Specifications and procedures for the exchange of information and business processes associated with the electronic filing and recording of documents through ESS including the Iowa Land Records E-Submission service

Official policies relating to these subjects are published in the Electronic Services System Policies and Procedures, and all ESS policies relating to the operations of a County, Iowa Land Records, a Service provider or Service Provider System are incorporated herein by reference.

Business Functions and Operations

ESS has established and published the Electronic Services System API (ESS API) which provides for the form and method of exchanging information between ESS and any Service Provider System. The specifications for the ESS API are further described in Exhibit B.

Business and government functions performed through the ESS API by a Service Provider and Service Provider System in service to a County include the following.

- A. The transfer of correctly formatted data and images associated with recently recorded documents to ESS and Iowa Land Records Portal application. Counties are required to transfer a Complete Recorded Document to ESS and Iowa Land Records not later than three business days after the time of recording. Service

Provider shall provide a mechanism for automatically transferring records which fulfill the definition of a Complete Recorded Document to ESS and Iowa Land Records. Such transfers, subject to the approval of a County Recorder, shall be set to occur no less frequently than each business day.

- B. The transfer of data associated with a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. Counties are required to transfer all recorded document information which is archived in an electronic format. The data associated with a Fully Indexed Recorded Document shall be correctly mapped to the published and parsed XML data elements (with correct attributes), and shall be transferred to ESS and Iowa Land Records no less frequently than each business day.
- C. The transfer of data updates for a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. Data updates include but are not limited to the correction of typographical errors in party names, location or legal descriptions or other information, the addition of new information such as an associated document reference or redaction annotations. New, updated, or corrected data associated with a Fully Indexed Recorded Document shall be transferred to ESS and Iowa Land Records not later than one business day after the data is archived in County and the Service Provider System.
- D. The transfer of corrected replacement images associated with a Completed Recorded Document or a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. The transfer or replacement of an image requires the advance approval of personnel designated by ESS and Iowa Land Records. A County is required to maintain a permanent, unaltered archive of a recorded, and may replace an image only in defined and authorized conditions.
- E. The retrieval of document images, or the annotation information or metadata associated with images which have been redacted to remove personally identifiable information from the ESS and Iowa Land Records Portal application. The ESS API provides a method which may be called by a Service Provider and Service Provider System to retrieve redacted documents and redaction information for use by the County and Service Provider System.
- F. The retrieval of information about electronically submitted documents which have been approved by a County Recorder for recording from the ESS and Iowa Land Records E-Submission Service, and the provision of an interface through the Service Provider System to assign a recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording).
- G. The return of the assigned recording number used by a County (instrument number and/or the book and page numbers), and the date and time of recording to ESS and the Iowa Land Records E-Submission Service through the ESS API. The information is used by ESS and Iowa Land Records to place a recording stamp on the document image.

- H. The retrieval of the stamped document image for archiving in the County and Service Provider System from the ESS and Iowa Land Records E-Submission service.
- I. The monitoring of response messages from the ESS and Iowa Land Records portal and the ESS and Iowa Land Records E-Submission Service
- J. Corrective action with respect to any errors or issues which are identified in the response messages

The specifications for these operations are further described in the ESS API documentation and Exhibit B.

Service Provider ESS API Developments

Each Service Provider is responsible for developing and maintaining the necessary software and systems to facilitate the exchange of information between the County and Service Provider System and ESS and Iowa Land Records system using the ESS API and the associated specifications and requirements published by ESS. Such software exists and is operational as the Term of this Agreement begins based on work performed in prior years. These Service Provider ESS API Developments by the Service Provider must be maintained to ensure that the exchange of information and the business described herein are performed successfully and timely. Therefore, an important element of this Maintenance and Support Agreement requires the Service Provider to maintain Service Provider ESS API Developments. As modifications are made by the Service Provider to the Service Provider System for any reason, Derivative Works may be required by the Service Provider to ensure that the exchange of information through the ESS API does not fail and continues without error or interruption.

As a part of the Maintenance and Support responsibilities, the Service Provider shall establish methods for maintaining and monitoring, ~~maintain and monitor~~ log files for the Service Provider ESS API Developments which may be used to diagnose and resolve any issues. All messaging between Service Provider System and Service Provider ESS API Developments and ESS applications through the ESS API shall be logged. All log files shall be maintained for a period of not less than thirty (30) calendar days. In the event that a processing error or failure occurs, Service Provider shall review the logs to identify to the source of the error or failure and to determine a resolution to the issue. When collaboration with ESS is necessary to resolve an issue, Service Provider shall provide to ESS with a copy of the relevant event log via e-mail or FTP.

[Duplicate language removed from Exhibit B]

The Scope of Work includes activities which may involve troubleshooting and corrective steps with respect to Service Provider System when the exchange of information does not work as required or expected. Errors and failures may either be reported through ESS API messages or by ESS or Iowa Land Records Personnel. The ESS and ILR team

members will work collaboratively with Service Providers to identify and resolve any issues which affect the operations of ESS and Iowa Land Records. However, it is the Service Provider's responsibility to make any necessary changes, corrections or updates to Service Provider ESS API Developments and its integration with the ESS API.

ESS and Iowa Land Records Updates

ESS and Iowa Land Records is committed to remaining current with generally accepted industry standards for land records, real estate information, electronic recording and related systems including notary services. Standards will be continuously developed, adopted and published by the Electronic Services System - based on standards adopted and published by the Property Records Industry Association (PRIA), the Mortgage Industry Standards Maintenance Organization (MISMO), other recognized standards setting organizations, and by ESS governing boards and committees.

ESS and Iowa Land Records is also committed to the implementation of appropriate industry security systems and protocols, and the security requirements of partner organizations including but not limited to the State of Iowa and federal agencies such as the Internal Revenue Service.

ESS and Iowa Land Records will also continuously seek to improve its applications and software including the ESS API.

From time to time issues may arise which are of mutual interest to ESS and the Service Provider. The resolution of such issues may require an update to the ESS API or XML. Subject to the mutual agreement of ESS and the Service Provider, a change or update may be developed and implemented.

As a part of the Maintenance and Support responsibilities, when ESS makes a change or update, it is required that the Service Provider will make any necessary and corresponding updates to the Service Provider System, any Derivative Works, and Service Provider ESS API Developments. Such changes are to be included in the Scope of Work under the Terms of this Agreement.

ESS Update Processes

ESS will provide Service Provider notice of any planned changes or updates to the ESS API, or to the XML schema or dtd (XML). Such notice will be provided not less than 90 days prior to implementation. Service Providers will generally be provided with information about planned changes as a part of ESS and ILR quarterly updates and meetings.

ESS will work in collaboration with Service Provider concerning the scheduling of any release to facilitate the coordination of the installation with other work being

performed by the Service Provider. ESS will answer service provider questions and accept reasonable requests for changes in the time frame for testing and implementation. ESS will also consider a reasonable request from a Service Provider for modifications to an update, provided that the changes that can be implemented by ESS and any other Service Providers.

Prior to the release of any update or change to the ESS API or XML, ESS will install the update or change in a staging environment for the purposes of testing. Each Service Provider will be provided with appropriate credentials to access the staging environment, and ESS strongly encourages Service Provider to test any update during the notice period, and to communicate any concerns or issues to ESS personnel.

The Service Provider should provide ESS administrators with notification in writing (email is acceptable) when any testing is complete and when they are ready to proceed with implementation. At the conclusion of any published notice or testing period, if Service Provider has not expressed any concerns or issues, ESS will assume that Service Provider has accepted the update and is prepared to move forward with the implementation of the change or update.

Changes or updates which require synchronous installation shall be installed in a Service Provider County within five business days.

Changes or updates which do NOT require synchronous installation shall be installed in a Service Provider County within thirty business days.

ESS reserves the right to deviate from Update Processes describe herein, and to require a change or update in the event that such an update is needed to address an unplanned and serious system failure or error.

Significant ESS Updates

If a planned change or update meets either of the following conditions, Service Provider may request supplemental compensation for such work subject to the mutual agreement of the Parties.

- a. a change or update planned by ESS will require significant and substantive development work far beyond what might be considered an incremental update or correction to a Service Provider System, any Derivative Works, and Service Provider ESS API Developments, and
- b. a planned change or update is not related to an ESS Business Function or Operation, the fulfillment of a new or updated standard, or current security standards as described herein

County Recorder Support

In addition to ensuring the operation of Service Provider ESS API Developments and the integration of the Service Provider System with ESS through the ESS API, the Service Provider shall serve as the primary point of contact and support for issues relating to the operation of the Service Provider ESS API Developments and the successful implementation of the Business Functions and Operations described herein. The key functions which may require support and maintenance services to County Recorders are summarized as follows.

- The transfer of current and historical Fully Indexed Recorded Documents to ESS including any updates or corrections
- The transfer of document information updates to ESS
- The retrieval of redaction document information
- The retrieval of documents through the ESS E-Submission Service and associated functions including recording, indexing and archiving the documents received
- Correcting errors and addressing issues related to Service Provider ESS API Developments with respect to communication and integration with the ESS API

Service Provider shall provide County Recorders and ESS with a technical customer support contact which should include a support e-mail address and telephone number, and a customer support web site if available. Service provider shall also provide contact information for other roles including the following: general customer support, business and contract matters, billing, project management or system conversion managers.

Service Provider shall notify ESS administrators of all system issues or errors which may affect and require ESS investigation or action by submitting a report via email to support@clris.com. If the issue or error requires immediate attention, Service provider shall also notify a customer support contact at telephone number specified by ESS.

Service Provider and ESS each agree to use best efforts to maintain its systems and services in full effective operation for each County during 99.9% of the respective County Operating Hours, except for downtimes mutually agreed upon by ESS, the County and Service Provider, or downtimes arising from any disruption in Internet (ISP) services, or from causes beyond the control of the parties. Service Provider and ESS will each make every effort to schedule system downtime outside of County Operating Hours. However, in the event that either Party is required to schedule downtime during County Operating Hours, the Party scheduling the downtime will collaborate with the Counties and with the other Parties to notify administrators, users and system technicians for work planning purposes.

The Parties agree to use commercially reasonable efforts to immediately identify and work to resolve disruptions to the Business Functions and Operations and disruptions to information exchanges through the ESS API.

The Parties agree to use commercially reasonable efforts to respond immediately to technical support incidents initiated by the other Party or by a County. The Parties further agree to use commercially reasonable efforts to address any interruption to service.

Service Provider shall, in collaboration with ESS and County Recorders, seek to ensure the success of the ESS system.

In the event that the Service Provider is unable to resolve any issue affecting Business Functions and Operations, Service Provider shall immediately contact ESS at the specified telephone number or email address. The Service Provider shall provide a both a concise summary and a detailed description of the problem. All applicable log files and related ESS API request/response files shall be timely provided to ESS.

If after this the issue is not resolved, ESS shall contact Service Provider at a specified telephone number or email address. ESS shall provide to the best of their ability a concise summary and a detailed description of the problem. All applicable log files and related ESS API request/response files will be timely provided to the Service Provider.

E-Recording Fees

It is the responsibility of the Service Provider to ensure that the correct recording fees and related information for an ILR E-Submitted document can be correctly inserted into the Service Provider System including any cashiering functions, whenever applicable.

County Recorder Support Exclusions

This Agreement does not apply to maintenance or support for the operation Service Provider System, e.g. local land record management system. Maintenance and support for the basic operation of Service Provider System shall be the responsibility of the Service Provider under the direction of an individual County or County Recorder.

This Agreement does not apply to any training provided to a County, County Recorder or their employees with respect to the interface between the Service Provider System, Derivative Works, or Service Provider ESS API Developments and the ESS systems. Training shall be the responsibility of the responsibility of the Service Provider under the direction of an individual County or County Recorder.

This Agreement does not apply to activities relating to the parsing of names or legal (location) descriptions. Such activities shall be the responsibility of an individual County or County Recorder.

This Agreement does not apply to activities relating to the electronic indexing or image conversion of historical records. Such activities shall be the responsibility of an individual County or County Recorder.

Upon the request of a County Recorder, the Service Provider shall generally advise and assist with efforts to ensure access to sufficient bandwidth to transmit and receive Data and Images through the ESS API. However, each County will be responsible for acquiring any necessary hardware, software or Internet services or technical assistance services required to support communications between the County, Service Provider System and ESS systems.

Reports

Service Provider shall provide each Service Provider County with a method or tool for creating an automated daily report-concerning the transfer of data and images to the ESS and Iowa Land Records Portal during the previous business day. Where reports are automatically generated and emailed to the Service Provider County, the service provider will provide the ability for the County Recorders to include an email for a CC to ESS and Iowa Land Records. The reports shall include the following information, when available.

- Summary information about the number of Complete Recorded Documents and Fully Indexed Recorded Documents successfully transferred to ESS and Iowa Land Records during the previous business day.
- A table showing the document reference number and/or Book and Page associated with each document (or index update) successfully transferred to ESS and Iowa Land Records during the previous business day
- A table showing the document reference number and/or Book and Page associated with each document for which the transfer to ESS and Iowa Land Records failed during the previous business day, along with the error message returned by ESS and Iowa Land Records to the Service Provider system.
- If no records were transferred by a Service Provider County during the previous business day, the report shall include the following message: “Alert – No records were transferred to ESS and Iowa Land Records during the previous business day. Please contact [service provider contact information] for assistance.

Service Provider agrees to work in collaboration with ESS to define and develop the reports described above by June 30, 2020.

Service Provider shall provide a quarterly report via email (support@clris.com) which summarizes notable activities, issues which have required an unusual level of the support services during the previous period, and a summary of any request for assistance communicated to the ESS development team. The quarterly report shall also summarize errors and issues identified through ESS API response messages during the previous period, and the resolution of those errors and issues.

Service Provider shall annually provide a report regarding each Service Provider County. The report shall include the following information.

- The name of the County
- The IP addressed used by the Service Provider to exchange County information with ESS and Iowa Land Records
- The Product Name of the Service Provider System, and any version number if applicable
- If the Service Provider System is hosted, the general location of the hosted system, or the hosting service, if applicable
- The names, addresses, e-mail addresses and phone numbers of appropriate personnel (or support systems) for business issues, billing, customer support and technical support.

Additional reports shall be provided to ESS upon request subject to the mutual agreement of the Parties.

Periodic Service Provider Meetings/Conference Calls

Service Provider shall to the best of their ability ensure that a representative will participate in ESS Service Provider conference calls. Conference calls will generally be scheduled quarterly or as needed.

When necessary, ESS may convene face-to-face meetings at mutually agreeable locations and times. ESS will reimburse participants for actual travel and lodging expenses. Compensation for professional time dedicated to the meeting may also be provided subject to mutual agreement. The terms of such reimbursement shall be specified by ESS at the time plans for any face-to-face meetings are announced.

ESS Quality Assurance Activities

From time to time ESS and Iowa Land Records will conduct a review of the data and images for an individual County to ensure the accuracy and completeness of the information transferred to ESS and Iowa Land Records. The Service Provider may be asked to assist with related activities as needed, such as the provision of simple reports which may be used for comparison. The extent and timing of such activities shall be

subject to the mutual agreement of the Service Provider, the County Recorder, and ESS and Iowa Land Records.

Service Provider System Conversions and Migrations

While Service Providers and Service Provider Systems must conform to the requirements of the ESS Policies and Procedures and the Terms and Conditions of this Agreement, it is the responsibility of the County to select the company or organization to serve as the land record management system vendor or Service Provider for the County. From time to time a County may choose to work with their Service Provider to implement a conversion from one product or version of a product to another, or a County may choose to implement a migration from one Service Provider System to another system offered by a different Service Provider.

In circumstances involving either a Conversion or a Migration, it is required that the Service Provider work in collaboration with ESS and other parties, including other Service Providers which provide land record management Service Provider Systems, to ensure that the Conversion or Migration is successful. Further, the Service Provider is required to communicate with ESS and to engage in any necessary development and testing to ensure that the Service Provider ESS API Developments conform to all ESS and Iowa Land Records Requirements and to validate that Service Provider System is correctly configured to successfully exchange information with ESS and Iowa Land Records. Activities required of the Service Provider to fulfill these requirements shall include the following.

1. When a County and a Service Provider reach an agreement to migrate from one Service Provider to another, or to convert from one product or product version to another product or product version, the Service Provider will notify and supply to ESS the planned time frame for implementation of the conversion or migration in a timely fashion. The planned time frame should include development, testing, implementation and any anticipated times when County recording functions or communication/transmittal with ESS processes may be disrupted.
2. With respect to testing, Service Provider shall inform ESS and Iowa Land Records when active testing is underway. Using credentials provided to the Service Provider by ESS, the Service Provider shall use the ESS and Iowa Land Records staging environment to test and validate the exchange of information. Assuming that proper advance notice is provided as described in Section 3 herein, ESS personnel will assist with testing and data verification.
3. The Service Provider shall test the Business Functions and Operations described in Exhibit A. More specifically, Service Provider shall do the following.
 - a. Verify with ESS that they are connected to the correct staging web pages with the correct credentials, and verify that the credentials are being

used to access the staging environment from an identified and static IP address.

- b. Verify that data and images can be transferred to the staging environment without error.
- c. Verify that the County Data, specifically the document types, are mapped correctly to the ESS and Iowa Land Records approved PRIA document types. It is recommended that the Service Provider provide ESS and Iowa Land Records personnel with a complete mapping table for review and approval prior to active testing. All document types must be validated in testing.
- d. Verify that parsed name and legal or location description information is mapped to the correct ESS and Iowa Land Records XML data elements with the correct attributes.
- e. Verify that all other County Data, including but not limited to associated references, parcel identification numbers (if present), and image annotations and redaction annotations (relating to the presence or location of personally identifiable information (PII) in a document), are mapped to the correct ESS and Iowa Land Records XML data elements with the correct attributes.
- f. Verify that certain information is NOT transferred to ESS and Iowa Land Records including vital records and military status information.
- g. Verify the implementation of a Conversion or Migration will retain the existing ESS and Iowa Land Records ILR Unique Code Value for previously recorded documents. Modifying the Unique Code Value for any archived document is prohibited. Changes in the format of Code values for day-forward recorded documents shall be timely communicated to ESS and Iowa Land Records personnel.

A Service Provider may, subject to the approval of ESS, request consideration for assigning new Unique Code values to existing documents, provided that the Service Provider can demonstrate the capacity to provide a one-to-one mapping for every document showing the current Unique Code value and the proposed new Unique Code value. In a form and time specified by ESS, the Service Provider is required to provide a mapping table so that it may be used to correctly modify the values in the ESS and Iowa Land Records System.

[The penalty section has been removed.]

- h. Verify that transfer processes to ESS and Iowa Land Records may be set to occur programmatically (without Recorder intervention) daily when a document has a status of Complete Recorded Document. Processes for manually sending data and image updates to ILR shall also be tested and

- verified. Note, updated or replacement images may not be transferred except with the advanced approval of designated ESS personnel.
- i. Verify that the County and the Service Provider System is able to programmatically check for redacted document information from ESS and Iowa Land Records, and verify the operation of methods for retrieving either redacted images or the coordinates.
 - j. Communicate any other unique issues or circumstances with designated ESS and Iowa Land Records personnel. For example, communicate whether the Service Provider System requires a TIF image format a single page or a multipage format.
 - k. Verify that the image formats have the correct compression type and conform with other format requirements, i.e., the following image compression formats are prohibited: LZW, Old Style JPEG, JPEG, JBIG, Packbits or other formats which do not conform to the specified Group 3 or Group 4 options.
 - l. Verify the methods for checking for ILR E-Submission documents with a status of "Ready For Download".
 - m. Verify the methods (and timing) of downloading data and images for e-filed documents.
 - n. Verify the methods for assigning recording reference numbers to downloaded e-filed documents and returning the required information to ILR.
 - o. Verify the methods for retrieving stamped document images from ILR E-Submission are verified, as is the method for archiving the document in a County.
 - p. Verify that a documented downloaded and archived from the ILR E-Submission service will be then transferred to the ILR Portal when the document achieves a status of Complete Recorded Document or Fully Indexed Recorded Document.
4. Upon the completion of testing and verification, ESS and Iowa Land Records will timely provide the Service Provider with a written notice of acceptance.

Exhibit B: Specifications and Performance Standards

ESS requires that all Service Providers to integrate with ESS and the Iowa Land Records system through the ESS API (web services). The Service Provider System and any Derivative works must communicate with ESS through the ESS API. The ESS API provides a means for presenting raw functions to interact with data and processes at ESS and Iowa Land Records. Unlike the legacy client model (known as the LCM), the ESS API does not manage the scheduling and timing of web service calls; calling the web service methods in the correct order; logging; data validation; error handling and reporting; and the marshalling and unmarshalling of XML. These functions must be performed by the Service Provider ESS API Developments created by the Service Provider.

In summary, the Service Provider ESS API Developments created and maintained by the Service Provider must manage and coordinate the following functions.

- The scheduling and timing of web service method calls
- The sequence of web service methods to ensure that processes are executed in the correct order
- Logging
- Data Validation
- Error handling and reporting
- Marshalling and Unmarshalling of XML

ESS will provide Service Provider with the necessary credentials and settings to access the ESS API and make any necessary web service calls.

ESS API Web Service Specifications

The WSDL and API documents are intended to be living documents that will be updated periodically by ESS and Iowa Land Records technical staff in order to relay current requirements to consumers of ILR Web Services. Notice of changes to these documents will be provided to Service Providers as changes are made, subject to the ESS Update Processes described in Appendix A. The WSDL for the ILR E-Submission service and ILR Portal service can be found at the following locations:

ILR E-Submission:

<https://iowalandrecords.org/esubmission/services/ESubmissionClientService?wsdl>

Additional requirements for the ILR E-Submission service can be found in the E-Submission Client API.

ILR Portal:

<https://iowalandrecords.org/xmlservice/services/PortalClientService?wsdl>

Additional requirements for the ILR Portal service can be found in the Portal Client API documentation.

Notice of Intent. It is the intent of ESS to develop and make available to Service Providers a version of the ESS API that is based on the RESTful architectural style. It is the goal of ESS to publish the REST ESS API by June 30, 2020 and to assist Service Providers with testing and implementation. The ESS SOAP API will continue to be available during a transition period. It is the goal of ESS to fully migrate integrations to the REST ESS API by December 31, 2021.

Service Provider ESS API Developments – Processes

Service Provider ESS API Developments for exchanging information with the ESS API should be configured to run whenever the Service Provider System is operating, and if the Service Provider System is restarted for any reason, Service Provider ESS API Developments should also be configured to restart. Business Functions and Operations described in Exhibit A and which are to be fulfilled by processes incorporated within Service Provider ESS API Developments include the following.

ESS and Iowa Land Records Portal and E-Submission Processes

- The transfer of information relating to recorded documents in electronic format to the ESS and Iowa Land Records portal using the specified ESS API and XML. This process will track the UniqueCountyRequestID for each message and automatically schedule the corresponding status process until all submitted messages have received a final disposition status.
- The notification to the County Recorder that an electronically submitted document is ready for review in the ESS and Iowa Land Records E-Submission service. This process returns a status message indicating whether groups exist in the 'Ready for Recorder' state.
- The downloading of 'Recorder Approved' submissions from the ESS and Iowa Land Records E-Submission service. This process also downloads re-stamped documents.
- The process of sending newly assigned indexing information to the ILR E-Submission server in order to affix a recording stamp to the first page.
- The downloading of 'Stamped' submissions from the ESS and Iowa Land Records E-Submission service. This process downloads the image of recorded and stamped documents.

Note: For messaging in the ILR E-Submission service, the sequence of a download shall be based on the sequence id in the submission.

E-Submission Stamp Correction Process

In certain circumstances it is possible that an electronically recorded document may be stamped incorrectly. Recorders may correct this error with a new stamped image

created by providing the corrected stamp data points through the ESS and Iowa Land Records E-Submission user interface. This error correction process is only available after a group has been previously and successfully recorded. A corrected document image is made available to the original submitter, and it is made available to the County and the Service Provider System for download through the ESS API.

The Service Provider System may either programmatically monitor the ESS API for images with corrected recording stamps, or manually call the ESS API, and retrieve and archive the corrected image in the County and Service Provider System. The format of the available image will be the TIFF version as specified by the County and the Service Provider.

Scheduling Available Processes

The Service Provider is responsible for the timely processing of all messaging transactions. In order to facilitate the timely processing of related messaging, Service Provider ESS API Developments shall include methods for programmatically scheduling all messaging processes.

Web Service Call Limitations

Web services calls to the ESS API may be subject to limitations in order to prevent abuse from excessive or unnecessary demands on resources for the ESS API or for Service Provider ESS API Developments. Web service calls are counted per endpoint key and IP address. When using the default endpoint URL, the limits are 45/minute and 5000/day. When the limit is exceeded, the API will return an error.

[Duplicate language regarding log files. Moved to the second paragraph under “Service Provider ESS API Developments”].

Data Validation

ESS and Iowa Land Records have established various policies and standards relating the organization and formatting of data (see ESS Policies and Procedures). These policies govern a number of topics including but not limited to the indexing of grantor/grantee names, the parsing of name information, the parsing of legal or location description information, and the mapping of certain information maintained by a County through a Service Provider System to the format specified by ESS such as document types.

As a part of the Maintenance and Support responsibilities, the Service Provider shall validate that the data exchanged with ESS and the Iowa Land Records system as well as the XML container for the data conform to these policies. At a minimum, any data, including embedded data such as document images, shall conform this requirement. The Service Provider is also encouraged to work with client Counties to ensure that the data maintained in the Service Provider System also conform with these policies.

Monitoring ESS API response messages

The Service Provider is responsible for monitoring all response messages returned from the ESS API. In addition to the normal messages associated with the execution and completion of the Business Functions and Operations described herein, the Service Provider shall actively monitor all error and failure messages. The receipt of an error or failure message shall trigger an alert to a Service Provider technical account or user so that remediation and mitigation steps can be timely implemented. Whenever necessary, the Service Provider shall make necessary changes and updates to Service Provider ESS API Developments in order prevent the reoccurrence of any error or failure. If issues are identified which indicate that the source of an error or failure is the ESS API, the Service Provider shall immediately submit a support request to support@clris.com or by calling (insert 800 number here).

Generally, the Service Providers should use existing tools and processes to monitor information transfers and to diagnose the reason for failed uploads. Monitoring should be timely, and extended periods of failed information transfers should not occur. Status checks are being run shortly after the upload process occurs (within minutes). Similarly, after a fix is implemented, service providers should be able to confirm resolution through the API by invoking the archiveStatus function to verify it returns a Posted status.

Here is an example. The current ESS API provides an “archiveStatus” function that returns the status of an upload provided it reached the ILR web service interface – either Received, Posted, or Failed. If Failed is returned, additional messages are returned within the SOAP response similar to the following:

```
cvc-datatype-valid.1.2.2: '19930629::24:00 PM:00:000' is not a valid value of list type 'formattedDate'.  
cvc-attribute.3: The value '19930629::24:00 PM:00:000' of attribute '_RecordingDate' on element 'PRIA_DOCUMENT' is not valid with respect to its type, 'formattedDate'.
```

For more information about web service functions, see “*Portal and E-Submission Web Service Timing*” in the Other Specifications and Technical Requirements section.

Operation of Service Provider ESS API Developments

Service Provider ESS API Developments for exchanging information with the ESS API should be configured to run whenever the Service Provider System is operating, and if the Service Provider System is restarted for any reason, Service Provider ESS API Developments should also be configured to restart.

XML

All Messaging between a County, Service Provider System and Service Provider ESS API Developments, and the ESS Iowa Land Records applications must be valid XML documents according to published DTD or Schema specifications. It is required that Service Provider ESS API Developments be capable of processing all valid XML files associated with Service Provider responsibilities in a County (processing and archiving data and/or images).

The current specification for XML messages and the contained PRIA_DOCUMENT content (including embedded files) can be accessed via the following DTD's:

PRIA Document

http://iowalandrecords.org/portal/dtd/ESS_PRIA_DOCUMENT.dtd

PRIA Request

http://iowalandrecords.org/portal/dtd/ESS_PRIA_Request.dtd

PRIA Response

http://iowalandrecords.org/portal/dtd/ESS_PRIA_Response.dtd

Programming Language

Service providers may use a programming language of their choice to handle the integration. However, the choice of technology should take into consideration the stability and durability of the language. For purposes of managing ongoing maintenance and support functions, solutions utilizing languages not in the mainstream should be avoided. Current implementations utilize .Net, Java, and Powerbuilder. Service providers should advise of any current programming tools in use. When ESS is not responsible for providing service providers sample integration code, but may do so as a courtesy to the Service Provider.

Testing

As noted in Exhibit A, ESS provides a staging environment for the Service Provider for developing and testing their integration code. ILR encourages use of this functionality and will provide a reasonable amount of test data for the service provider to use. Service Providers shall communicate with ESS personnel about testing activities including the time of testing, the functions being tested, the sample county credentials being used for testing (if applicable), and the public IP address of the devices being used in the testing process. Service providers who are known to be actively testing will be notified of any staging environment down time.

The locations of the ESS and Iowa Land Records staging services are:

ESS and Iowa Land Records E-Submission WSDL:

<https://staging.iowalandrecords.org/esubmission/services/ESubmissionClientService?wsdl>

ESS and Iowa Land Records E-Submission service:

<https://staging.iowalandrecords.org/esubmission/services/ESubmissionClientService>

ESS and Iowa Land Records E-Submission site:

<https://staging.iowalandrecords.org/esubmission/>

ESS and Iowa Land Records Portal WSDL:

<https://staging.iowalandrecords.org/xmlservice/services/PortalClientService?wsdl>

ESS and Iowa Land Records Portal service:

<https://staging.iowalandrecords.org/xmlservice/services/PortalClientService>

ESS and Iowa Land Records Portal site:

<https://staging.iowalandrecords.org/portal>

Before moving to production, Service Providers will be given a list of processes to test and will be required to demonstrate that their client systems function as specified by the ILR API documents. If the validation process is not successful, development work will continue until the requirements are met. If this validation process is successful, arrangements will be made between ILR staff and the Service Provider to promote the integration code to production.

Other Specifications and Technical Requirements

There are a number of other specifications and technical requirements, in addition to the specifications and requirements relating to the exchange of information between a County, a Service Provider System, Service Provider ESS API Developments and ESS applications through the ESS API. These other specifications and requirements are described below.

_Code Values

A Unique Code Value is a reference value assigned to a document by a County, County Recorder or Service Provider which uniquely identifies each document within a County and which associates indexed document information with an archived image of the document or instrument. Every document archived by a County in a Service Provider system, whether locally or in a hosted environment, must have a permanently assigned unique code value. The purpose of this code value is to assure that every document can be uniquely identified and distinguished from all other documents in a county regardless of year.

For counties that elect to use services from different indexing and imaging providers, the Service Providers shall jointly be responsible for accurate and consistent assignment of <PRIA_DOCUMENT Code=""...> Values. The "Code" value is used to link index and image information on the ESS Portal. Without matching "Code" values for a given County's unique document, the image information will not be displayed.

ESS Policies and Procedures require that unique code value for each document be permanently assigned and remain unchanged even if there is a change in Service Provider. See Section 3.7(9) of the ESS Policies and Procedures. “In the event that a County changes the indexing or imaging service, as applicable, the County and the new service provider shall retain any previously assigned Unique Code Value for each document and any Unique Code Value for associated documents.”

While not a requirement, ESS encourages Counties and Service Providers to use the following unique code value convention for documents which are recorded in the future: a character string with the following elements: county number, year of recording, and the document reference number assigned to each document in the County and Service Provider System.

Portal and E-Submission Web Service Timing

In order to ensure the availability of ESS system resources for County Recorders, Service Providers and registered users, the following timing requirements apply to the frequency of calls Portal and E-Submission web service communications.

E-Submission Web Service

Typical business hours for County Recorders fall within the range of 6:00 AM CST to 6:00 PM CST. Web service calls to the ESS and Iowa Land Records E-Submission service should, in most circumstances, occur within this time frame. E-Submission documents should not be processed outside of those hours.

Calls to the ESS and Iowa Land Records E-Submission service shall conform to the following frequency guidelines:

findReadyForRecorder - Maximum frequency of calls: once every two minutes.

findReadyForDownload - Maximum frequency of calls: once every two minutes.

downloadDoc - Maximum frequency of calls: as needed based on the results of findReadyForDownload.

submitStampInfo - Maximum frequency of calls: as needed based on the number of E-submission documents that have been downloaded via downloadDoc

Portal Web Service

Frequency requirements for web service calls to the ESS and Iowa Land Records Portal are applicable 24/7/365. Calls to the ESS and Iowa Land Records Portal shall conform to the following frequency guidelines:

archive - Maximum frequency of calls: as often as deemed necessary by the county to archive documents; Minimum frequency of calls: once per business day to archive documents. Newly archived documents are transferred for redaction services each night. It is recommended that all recently recorded documents be archived to the ESS and Iowa Land Records portal no later than 11:00 PM each week night to ensure timely redaction processing.

archiveStatus - Maximum frequency of calls: as needed based on the number of archives processed, and prior status checks

sendAudit - Maximum frequency of calls: as needed based on the county policy to transmit document audits.

auditStatus - Maximum frequency of calls: as needed based on the number of audit records processed, and prior status checks.

findRedactionReady - Maximum frequency of calls: once per hour.

downloadDoc - Maximum frequency of calls: as needed based on the results of findRedactionReady.

auditDocument - Maximum frequency of calls: at the Service Providers discretion. However ESS and Iowa Land Records reserves the right to require Service Provider to alter the request schedule if it is determined that frequency is impacting system performance or if repeated excessive auditing occurs. For example, there is no need to audit the entire county inventory of documents every day or even every week.

Imaging

ESS has established the Adobe PDF format as the standard for document imaging for the display of images at iowalandrecords.org. However, images received from and delivered to local county systems shall be in TIFF format compatible with local imaging systems.

ESS and Iowa Land Records Portal

The images submitted for inclusion in the CLRIS database are to be provided in valid TIFF format by the Service Provider. The Service Provider shall also ensure that the TIFF images provided to the CLRIS system are properly oriented for reading, and shall assist County Recorders with efforts to properly orient document images when they are initially scanned and archived in local document image systems. TIFF images may be

provided as single or multi-page format consistent with the manner in which documents are archived for local systems. The TIFF images submitted must be the original un-redacted versions.

All embedded files transferred to the ESS and Iowa Land Records Portal must be B64 or UU encoded, and otherwise conform to the specifications published in the ESS API.

Images shall not be transferred as Packed Bits, LZW, OJPEG formats. If Service Provider efforts to convert images to supported formats are unsuccessful, CLRIS will attempt to assist if possible

TIFF Image Format

It is the responsibility of the Service Provider to notify ESS and Iowa Land Records of the specific TIFF format (single or multi-page) applicable to each of the Service Providers Counties, including any variances in TIFF format by date range. Images to Counties and Service Provider Systems will be in TIFF format compatible with local imaging systems.

In the event that a County transitions to a different local Service Provider for land record management services, it is the responsibility of the new Service Provider to notify ESS and Iowa Land Records of any activities affecting the TIFF format for documents which were recorded and archived prior to the conversion to a new system and new Service Provider. See the section titled "Service Provider System Conversions and Migrations."

E-Submission Images

The embedded file(s) in all submissions downloaded from the ILR E-Submission service will be in TIFF format. The format will conform to the format requested by the county.

Recording Information for E-Submission Documents

When a document submitted through the ESS and Iowa Land Records E-Submission service is recorded, the Service Provider shall update the following data points, when applicable, in the XML document and return them to the ESS and Iowa Land Records ILR E-Submission service through the ESS API.

Book and Page
Instrument Number
Number
Page Range
Recording Date and Time
Unique Document ID

TLS

Service Provider shall ensure that the integration and communications with ESS and Iowa Land Records systems will conform to TLS 1.2 or above. TLS 1.0 will no longer be permitted. This requirement includes automated messaging between systems.

Recording Date and Time

All recording date information transferred to ESS and Iowa Land Records shall include the following: yyyyMMdd:HH:mm:ss:SSS. This is assuming that the Service Provider Counties have entered the above information in their files. It is the County's responsibility to correctly enter the complete information for transmittal. The Service Provider System shall provide the ability to do so. This requirement applies to all documents recorded on or after July 1, 2013. No updates are required for documents recorded or transferred to ILR prior to July 1, 2013.

Exhibit D: Service Provider Counties

The following is a list of Service Provider Counties as of the effective date of this Agreement.

[illegible]

Total Service Provider Counties: X as of July 1, 2019

| Service Provider Contacts | | | |
|---------------------------|-------------|------------------------------------------------------------------------|------------------------|
| Type | Name | Email | Phone |
| Business | Mary Smith | name@provider.com | (xxx) xxx-xxxx ext. xx |
| Billing | John Henry | john@provider.com | (xxx) xxx-xxxx ext. xx |
| General Support | (general) | support@provider.com | (xxx) xxx-xxxx ext. xx |
| Technical Support | (technical) | techsupport@provider.com | (xxx) xxx-xxxx ext. xx |
| Other | Name | Other Email | (xxx) xxx-xxxx ext. xx |

LCM Agreement Rider

As described in Exhibit B of the Maintenance and Support Agreement between Service Provider and ESS, ESS requires that all Service Providers integrate with ESS and the Iowa Land Records system through the ESS API (web services). ESS has declared that the Local Client Messenger (Local Client Module or LCM), an application developed by ESS and Iowa Land Records to facilitate the exchange of information between the County and Service Provider System, and ESS and Iowa Land Records, has reached the end of its life cycle and will soon no longer be supported by ESS and Iowa Land Records. All Service Providers will be required to modify the ILR Developments and Service Provider Systems to integrate with ESS through the ESS API.

Notwithstanding this requirement, ESS recognizes that Service Provider has not completed the transition to web services for various reasons. Through this Rider to the Maintenance and Support Agreement, ESS authorizes the Service Provider to continue to fulfill the Business Functions and Operations through ILR Developments with the LCM for the time period specified herein. Wherever and whenever applicable, the business and technical requirements specified in the Maintenance and Support Agreement, including the Scope of Work (Exhibit A) and the Specifications and Performance Standards (Exhibit B) shall apply to the Service Provider, Service Provider System and ILR Developments, and this authorization to temporarily use the LCM shall not be considered a waiver of those requirements.

The purpose of this Rider to the Maintenance and Support Agreement is to specify the business and technical requirements which are uniquely applicable to the LCM and the use of the LCM as the mechanism for exchanging information between the County and Service Provider System, and ESS and Iowa Land Records. The specifications referenced herein have been included in prior Agreements between the Service Provider and ESS and Iowa Land Records, and no substantive changes are planning during the remaining life of the LCM.

Transition Plan and Time

Service Provider agrees to work with ESS to develop a plan for implementing a transition from the LCM to the ESS API as the means for exchanging information between the Service Provider System and Iowa Land Records. The intent of a plan will be to complete a transition not later than **December 31, 2020**.

Local Client Messenger Specifications

The LCM is designed to facilitate the messaging between local County IT systems and the ILR applications. The LCM is a “pure Java” application that will run on any platform for which there is an available Java Virtual Machine (JVM). ***The system on which LCM is installed must have an installed JVM.*** JVM’s for a number of standard platforms may be downloaded from the following URL:

<http://www.java.com/en/download/manual.jsp>

Service Provider shall install one LCM per client County as applicable. The installation of the LCM shall be configured to be of service to all applicable workstations in the office of the County Recorder. Applicable workstations are those used to facilitate the process of recording, and each of these will be able to perform equivalent functions, regardless of where the LCM is physically installed. Additionally, alternative configurations of various properties provided through the LCM shall be implemented as specified by the County Recorder. Configurable properties include:

- The display of notification messages including but not limited to the following
 - Documents ready for review by the County Recorder in the ESS and ILR E-Submission Services
 - Confirmation messages about the exchange of information between the County and Service Provider System
 - Error message about the exchange of information between the County and Service Provider System, and ESS and Iowa Land Records

Hardware and Run-Time Requirements

It has been determined that hardware requirements alone cannot be used to determine whether the LCM will function consistently. The LCM itself only requires approximately 10-15 MB of drive space and can be run on most machines that can successfully install a JVM.

It is the responsibility of the Service Provider and Service Provider System to ensure that the LCM is installed, correctly configured, and running in order to fulfill the Business Functions and Operations through ILR Developments with the LCM.

LCMClient – Core Processes

The LCMclient (*lcmclient.bat* / *lcmclient.sh*) is the core process of the LCM and is intended to remain running at all times. The LCMClient is capable of performing all related scheduling tasks. The LCMClient process should be configured to run on startup, regardless of whether or not the LCMClient’s internal scheduling capabilities will be used.

The LCMClient.bat can be placed in the C:\Documents and Settings\All Users\Start Menu\Programs\Startup folder to be run at startup on MS Windows machines. Other platforms should add the LCMClient.sh to be configured to run on startup.

LCM – Available Processes

All LCM processes require the LCMClient core process to be running in order to be executed.

LCM processes include:

Portal

(portal.bat | portal.sh)

This process handles the upload of ArchiveRecordedDocument XML messages to the ILR Portal. This process will track the UniqueCountyRequestID for each message and automatically schedule the corresponding *status* process until all submitted messages have received a final disposition status.

Esubmission Recorder Notification

(esub_recorder.bat | esub_recorder.sh)

This process returns a status message indicating whether groups exist in the 'Ready for Recorder' state.

Esubmission Document Download

(esub_download.bat | esub_download.sh)

This process is responsible for downloading 'Recorder Approved' submissions from the ILR E-Submission server. This process also downloads re-stamped documents.

Esubmission Stamp Request (First Page Information)

(esub_stamp.bat | esub_stamp.sh)

This process sends the newly assigned indexing information to the ILR E-Submission server to affix the stamp to the first page.

The details on the individual processes can also be found in the *readme.txt* file in the root of the LCM directory.

Scheduling Available Processes

The Service Provider is responsible for the timely processing of all messaging transactions. In order to facilitate the timely processing of related messaging, the LCMClient is capable of scheduling most of the available processes. The definition of what processes are to be scheduled and the interval or frequency is defined in the jobs.xml file. The Service Provider is responsible for configuring and installing a properly formatted jobs.xml file. The time intervals for the scheduled processes should be set to most effectively fulfill the Business Functions and Operations described in this Agreement.

The following LCM processes can be programmatically scheduled:

- Portal Upload
- Esubmission Recorder Notification

- Esubmission Document Download

The Service Provider may request updates to the *jobs.xml* file from ESS. Requests for County specific *jobs.xml* file configurations should reference the desired combination of the processes described above and the desired time interval for each. A “*jobs.xml*” file with no <job> elements will be treated as empty and will result in no automatic scheduling.

LCM .../Error Directories

In cases where a connection or communication error is programmatically detected during the operation of one of the LCM operations, the applicable or offending XML file will be placed in an Error Directory with a corresponding *.error* file. As a part of ensuring consistent and timely operation of the LCM, it is the responsibility of the Service Provider to actively monitor these */error* directories and resolve the issue, or if a resolution cannot be reached, report the matter to ESS.

Properties Files

Service Provider should rely only upon the actual properties files included with current version of the LCM. The following illustrative information about the configuration of LCM properties is provided for reference.

Portal (client.properties)

HOST=

HOST=staging.iowalandrecords.org

This configuration is for testing use only.

HOST=iowalandrecords.org

This configuration is for production use only.

The host to be inquired for files, or to submit status.

PROTOCOL=

All staging and production installations must use “https”.

PROTOCOL=https:

The protocol to use when communicating with the HOST.

WEB_SERVICE_PATH=

REQUIRED: /portal/services/PortalClientService

This following configuration is REQUIRED:

WEB_SERVICE_PATH=/portal/services/PortalClientService

The path on the host used to communicate with the server.

SERVICE AFFILIATE CREDENTIALS:

The Password is the encrypted password visible on Maintain Service Affiliate Credential Selection.

USER_NAME=

PASSWORD=

The login credentials set on ILR Portal for/by the local Service Provider.

CLIENT DIRECTORY PATHS:

RECOMMENDED:

PORTAL_REQUEST_DIR=./queue/portal/request/
PORTAL_RESPONSE_DIR=./queue/portal/response/
PORTAL_ERROR_DIR=./queue/portal/error/
PORTAL_SUBMITTED_DIR=./queue/portal/submitted/

These properties are the paths to the directories where request, response, error and submitted files are stored. These paths are relative to the directory where the LCM has been installed.

The RECOMMENDED values here should only be changed with explicit permission from ESS Administrators.

DELETE_POSTED_REQUEST_FILES=

Options: (true | false)

DELETE_POSTED_REQUEST_FILES=true

Successfully processed (POSTED) requests are removed from PORTAL_SUBMITTED_DIR

DELETE_POSTED_REQUEST_FILES=false

Successfully processed (POSTED) requests are not removed from
PORTAL_SUBMITTED_DIR

This property determines whether or not a successfully submitted request file is deleted from the PORTAL_SUBMITTED_DIR when a POSTED status is received.

DELETE_FAILED_REQUEST_FILES=

Options: (true | false)

DELETE_FAILED_REQUEST_FILES=true

Unsuccessful (FAILED) requests are removed from PORTLA_SUBMITTED_DIR

DELETE_FAILED_REQUEST_FILES=false

Unsuccessful (FAILED) requests are not removed from PORTLA_SUBMITTED_DIR

This property determines whether or not a request file that failed is deleted from the SUBMITTED_DIR when a FAILED status is received.

PARTY_COUNTY=

Example: COUNTY=Buena Vista

This property is the name of the county. Please use camel case. Include the space for counties with two parts to its name.

MAX_NUM_STATUS_REQUESTS=

RECOMMENDED:

MAX_NUM_STATUS_REQUESTS=500

This property determines max number of status requests that can be sent per message. The RECOMMENDED values should only be changed with explicit permission from ESS Administrators.

MAX_FILE_SIZE=

RECOMMENDED:

MAX_FILE_SIZE=31456780

The maximum file size that can be handled (approximately). The RECOMMENDED values here should only be changed with explicit permission from ESS Administrators.

Esubmission (esubmission.properties)

HOST=

(staging.iowalandrecords.org | iowalandrecords.org)

“staging.iowalandrecords.org” is for testing use only. “iowalandrecords.org” is for production use only.

The host to be inquired for files, or to submit status.

PROTOCOL=

All staging and production installations must use “https”.

The protocol to use when communicating with the HOST.

NOTE: Possible values are 'https:'.

WEB_SERVICE_PATH=

/esubmission/services/ESubmissionClientService

The path on the host used to communicate with the server.

NOTE: Do not change the value of this property without direction from the ESS Administrator.

INQUIRY_PATH=
/esubmission/inquiry/

The path on the host used to inquire about files and submit status.

NOTE: Do not change the value of this property without direction from the ESS Administrator.

SERVICE AFFILIATE CREDENTIAL
USER_NAME=
PASSWORD=

These two properties are the Service Affiliate Credential: UserName and Password. The Password is the encrypted password visible on Maintain Service Affiliate Credential Selection.

OTHER DIRECTORY PATHS

RECORDER_FLAG_DIR=./queue/esubmission/recorder/
DOWNLOAD_DIR=./queue/esubmission/download/
DOWNLOAD_ERR_DIR=./queue/esubmission/download/error/
STAMP_REQUEST_DIR=./queue/esubmission/stampRequest/
STAMP_REQUEST_ERR_DIR=./queue/esubmission/stampRequest/error/
STAMP_REQUEST SUBMITTED_DIR=./queue/esubmission/submitted/
ERROR_DIR=./queue/esubmission/error/
STAMPED_DIR=./queue/esubmission/stamped/
STAMPED_ERR_DIR=./queue/esubmission/stamped/error/
RESPONSE_DIR=./queue/esubmission/response/
REDOWNLOAD_DIR=./queue/esubmission/redownload/
REDOWNLOAD_ERR_DIR=./queue/esubmission/redownload/error/

These properties are the paths to the directories where request, response, error, submitted and downloaded files are stored. These paths are relative to the directory where the LCM has been installed.

`DOWNLOAD_IMAGES=false`

This property determines whether or not the PDF or Tiff Images are included in the download of the pre-stamped PRIA document.

`DOWNLOAD_DOC_IMAGE_TYPE=`

This property determines the type of image that is downloaded in the initial unstamped document download. The image(s) will only be downloaded if `DOWNLOAD_IMAGES` is true. Valid choices include PDF and TIFF.

`DOWNLOAD_STAMPED_DOC_IMAGE_TYPE=`

This property determines the type of image that is downloaded in the stamped document download. Valid choices include PDF, TIFF and BOTH.

`COUNTY=`

This property is the name of the County. This will control which county's information is downloaded.

`TIMEOUT=600000`

The maximum time the client will wait for the server to respond (milliseconds).

`MAX_NUM_STAMPED_DOC_REQUESTS=`

This property determines max number of stamped doc records that can be read into memory at one time.

Integration Agreement



Corporation Service Company

&

Electronic Services System

**(County Land Record
Information System)**

June 1, 2019

TABLE OF CONTENTS

| | |
|---------------------------------------------------------|-------------------------------------|
| Section 1. Preamble | 4 |
| Section 2. General Provisions | 5 |
| 2.1 Definition of Terms..... | 5 |
| 2.2 External Submitter Authorized Provider | 7 |
| 2.3 Term..... | Error! Bookmark not defined. |
| 2.4 Policies and Fees..... | Error! Bookmark not defined. |
| Terms of Use and Privacy Policies | Error! Bookmark not defined. |
| Recording Fees..... | Error! Bookmark not defined. |
| Service Fees | Error! Bookmark not defined. |
| 2.5 Project Management | 8 |
| Account Managers | 8 |
| Project Planning..... | 8 |
| Periodic Meetings | 8 |
| Non-Solicitation and Non-Competition..... | 8 |
| 2.6 Systems Integration..... | 8 |
| Project Architecture | 8 |
| County Interface..... | 8 |
| Software Changes and Support..... | 9 |
| Responsibility for Costs and Expenses | 9 |
| Product/System Roadmap..... | 9 |
| Section 3. Customer Support | 9 |
| 3.1 Technical Support and Development..... | 9 |
| 3.2 Service Level Agreement..... | 9 |
| 3.3 Service Disruption and Recovery. | 10 |
| 3.4 Incident Response and Escalation..... | 10 |
| Section 4. Reserved..... | 10 |
| Section 5. Proprietary Rights | 10 |
| Section 6. Confidential Information | 10 |
| 6.1 Nondisclosure and Nonuse | 10 |
| Section 7. Contract Administration..... | 11 |
| 7.1 Limitation of Liability..... | 11 |
| 7.2 Default and Termination | 11 |
| Termination for Cause | 11 |
| Termination Due to Lack of Funds or Change in Law | 12 |
| Remedies of External Submitter | 13 |
| External Submitter's Termination Duties | 13 |
| 7.3 No Warranty..... | 13 |
| 7.4 Compliance with the Law and Regulations | 14 |
| 7.5 Amendments | 14 |
| 7.6 Third Party Beneficiaries | 14 |
| 7.7 Choice of Law and Forum | 14 |
| 7.8 Assignment and Delegation | 14 |

| | |
|-------------------------------------------------------------|----|
| 7.9 Entire Agreement | 15 |
| 7.10 Obligation Beyond Agreement Term..... | 15 |
| 7.11 Waiver..... | 15 |
| 7.12 Notices | 15 |
| 7.13 Cumulative Rights | 16 |
| 7.14 Severability | 16 |
| 7.15 Authorization | 17 |
| 7.16 Successors in Interest..... | 17 |
| 7.17 Records Retention and Access..... | 17 |
| 7.18 Headings or Captions..... | 17 |
| 7.19 Multiple Counterparts | 17 |
| 7.20 Not a Joint Venture | 17 |
| 7.21 Additional Provisions..... | 18 |
| 7.22 Further Assurances and Corrective Instruments | 18 |
| 7.23 Obligations of Joint Entities..... | 18 |
| 7.24 Superior Power..... | 18 |
| 7.25 Material Breaches | 19 |
| 7.26 Taxes | 19 |
| 7.27 Title to Property | 19 |
| 7.28 Exclusivity | 19 |
| 7.29 Attorney’s Fees and Expenses | 19 |
| 7.30 Interpretation..... | 19 |
| Section 8. Signatures..... | 20 |
| Activities of External Submitter | 21 |
| Activities of ESS..... | 22 |
| Collaborative Activities of External Submitter and ESS..... | 23 |

This Integration Agreement is made as of June 1, 2019, by and between Corporation Service Company (CSC) 2711 Centerville Road, Wilmington, DE 19808, a Delaware Corporation with its principal place of business at 251 Little Falls Drive, Wilmington, DE 19808 (“CSC” and “External Submitter”) and the Electronic Services System – DBA Iowa Land Records, 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (“ESS”).

Section 1. Preamble

WHEREAS, External Submitter provides software, consulting, and support services to allow document preparers, submitters and recorders to scan, package, submit, receive, queue, review, cashier, stamp, retrieve, print, forward and return documents over the Internet for eRecording with County officials, sometimes in integration with various providers of electronic recording systems such as those provided by ESS; and

WHEREAS, ESS provides software, equipment, hosting, consulting, and support services for an electronic land records portal for record search and retrieval and electronic recording, and ESS interfaces with the various land records management systems in use by Counties; and

WHEREAS, the Parties have made or may make future changes to their respective software so that documents which are rendered, scanned, packaged and submitted using the External Submitter’s software may be received and recorded electronically through ESS; and

WHEREAS, External Submitter and ESS desire to jointly provide their respective services in order to allow the electronic submission and recordation of documents in each participating County;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, External Submitter and ESS hereby agree as follows:

Section 2. General Provisions

2.1 Definition of Terms

Agreement means this Integration Agreement.

API means application program interface, a set of routines, protocols, and tools for building software applications.

Confidential Information means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (a “disclosing Party”) to the other Party (a “receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that:

1. Was rightfully in the possession of the receiving Party from a source other than the disclosing Party prior to the time of disclosure of the information by the disclosing Party to the receiving Party;
2. Was known to the receiving Party prior to the disclosure of the information by the disclosing Party;
3. Was disclosed to the receiving Party without restriction by an independent third Party having a legal right to disclose the information;
4. Becomes public knowledge, other than through an act or failure to act of the disclosing Party;
5. Is publicly available or in the public domain at or prior to the time such information was disclosed by the disclosing Party;
6. Is independently developed by the receiving Party without any reliance on Confidential Information disclosed by the disclosing Party; or
7. Is disclosed or required to be disclosed pursuant to law, subpoena or the order of a court or governmental agency or regulatory authority.

Coordinated Services means the respective services of External Submitter and ESS delivered on a coordinated basis under this Agreement as specified in Exhibit A.

County means any county in United States of America or other comparable region in North America.

County Operating Hours means the hours of normal operation of the land records recording office of the applicable County during which documents are accepted for recording.

e-Recording means the act or practice of electronically submitting and receiving land record documents for recording with a County.

Electronic Services System (ESS) means the 28E governmental organization established by Iowa counties to facilitate the electronic delivery of government services including e-Recording.

Electronic Services System API (ESS API) means any API created, owned and maintained by the Electronic Services System.

Electronic Services System Policies and Procedures means the official policies and procedures adopted by the ESS Coordinating Committee and the Executive Board of the Iowa County Records Association. As provided in Section 331.604 of the Code of Iowa, Subsection 3a, each county shall comply with the policies and procedures established by the governing boards.

ESS County means any County in which ESS provides land records management services.

External Submitter means Corporation Service Company (CSC).

Local Land Records Management System means the land records management system utilized by an ESS County to manage the recording process and to archive recorded documents.

Party means the External Submitter and ESS individually.

Parties means the External Submitter and ESS collectively.

Privacy Policy means the ESS policy that discloses some or all of the ways ESS gathers, uses, discloses, and manages a customer or client's data.

Recording Fee means the fee paid by the External Submitter to ESS for the recording of a document by an ESS County.

Service Fee means the fee paid by the External Submitter to ESS for access to the ESS API, and for and the permission to transmit and receive information through the ESS system.

Submitters means the submitters of documents to Counties for e-Recording using the Coordinated Services, including but not limited to submission service providers, title companies, banks, attorneys, abstractors, and lien filers.

Terms of Use means the Terms of Use published by ESS concerning access to and utilization of the ESS E-Submission service (e-Recording).

Third Party means a person or entity including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc., other than ESS or the External Submitter.

2.2 External Submitter Authorized Provider

ESS will collaborate with External Submitter as a non-exclusive authorized provider of the e-Recording submission services contemplated hereby. The Coordinated Services developed pursuant to the work as specified in Exhibit A - will be made available in all ESS Counties that participate in the ESS E-Submission service (e-Recording).

2.3 Term

The term of this Agreement is for one year. The initial term of the contract is from June 1, 2019 through June 30, 2020. The term of this Agreement shall be automatically extended for subsequent one-year periods unless the External Submitter or ESS is provided with a notice of intent by the other party to not extend the Agreement. Such notice shall be provided no less than ninety (90) days prior to the expiration of each one-year term.

2.4 Policies and Fees

Terms of Use and Privacy Policies

External Submitter shall abide by the published ESS Terms of Use and Privacy Policies, and any subsequent amendments thereto.

Recording Fees

External Submitter shall ensure payment of all applicable recording fees required by a County.

Service Fees

External Submitter shall ensure payment of all applicable ESS Service Fees required for connection with the API and for the processing of all recording transactions, and distributions to each County.

The Service Fee shall be the amount specified in the Electronic Services System Policies and Procedures. ESS shall provide notice to the External Submitter of any change in the Service Fee, and such notice shall not be less than ninety (90) calendar days prior to the expiration of each one-year term.

External Submitter shall require that each customer enabled to submit documents through the Coordinated Services make payment for all applicable Recording Fees and Service Fees as specified in this section. External Submitter shall make no waiver to any customer of any Recording Fee or Service Fee.

2.5 Project Management

Account Managers

The Parties will each assign account managers to coordinate and administer the terms and conditions of this Agreement and to serve as primary points of contact for communications related to the Coordinated Services.

Project Planning

The Parties will establish appropriate project plans for the planning and execution of the Coordinated Services specified in Exhibit A.

Periodic Meetings

The Parties may convene periodic telephonic or web conference meetings (or meetings in person if the Parties agree) to review any issues or topics which may affect the operation of the Coordinated Services.

Non-Solicitation and Non-Competition

During the term of this Agreement and for a period of two years thereafter, each of the Parties will not encourage or solicit any employee of the other Party to leave the employment of the other Party and will not hire any of the other Party's employees.

2.6 Systems Integration

Project Architecture

The External Submitter agrees to implement the published ESS API and to conform to published ESS business rules, policies, procedures and requirements and to collaboratively architect the integration required to maintain and improve an e-Recording document workflow from the External Submitter and submitters to ESS. ESS will provide a technical description of the ESS API to External Submitter for its use in creating, updating and maintaining software to effectively submit documents for e-Recording. ESS will provide technical support and a functional test environment to assist External Submitter in its implementation of the ESS API.

County Interface

ESS will provide the means to exchange information with the Local Land Records Management System in each ESS County through which the External Submitter may submit documents to be recorded on behalf of its customers.

Software Changes and Support

ESS will test any and all upgrades or revisions to its software to assure continuing operability with External Submitter's electronic submission systems and will provide reasonable advance notice to External Submitter in order to allow for coordination prior to implementation of any upgrade or revision to the ESS API. ESS will provide support as needed to External Submitter personnel to assure continuing operability of External Submitter's electronic submission systems.

Responsibility for Costs and Expenses

Each Party will be responsible for any and all costs of developing, programming, marketing, promoting, and providing its respective portion of the Coordinated Services under this Agreement. Except as otherwise provided herein, neither Party will be responsible or liable for any costs or expenses of the other Party incurred in connection with this Agreement.

Product/System Roadmap

Each Party agrees to provide the other Party with a product/system road map that enables ESS and External Submitter to anticipate revisions to their respective software and to plan related integration updates.

Section 3. Customer Support

The Parties will work together to support the implementation of the Coordinated Services.

3.1 Technical Support and Development.

The Parties agree to support each other's technical support development efforts. The Parties will each provide the other with contact information of personnel or offices when technical, operational or development support and assistance is required. The information shall include appropriate support email addresses, telephone numbers, online support information and other appropriate contact information.

3.2 Service Level Agreement.

External Submitter and ESS each agree to use its best efforts to maintain its systems and services in full effective operation for each County during 99.9% of the respective County Operating Hours, except for downtimes mutually agreed upon by ESS, County and External Submitter and downtimes arising from any Internet downtime or outages or from causes beyond the control of the Parties. ESS will use its best efforts to obtain agreement from the LRMS Vendors to provide the same level of service described in this

section in each of their customer counties. External Submitter and ESS will each make every effort to schedule system downtime outside of County Operating Hours; however, in the event either Party is required to schedule downtime during County Operating Hours, the Party will collaborate with the ESS Counties and with the other Party to notify administrators, users and system technicians for work planning purposes.

3.3 Service Disruption and Recovery.

The Parties agree to use commercially reasonable efforts to immediately identify and work to resolve disruptions to the Coordinated Services.

3.4 Incident Response and Escalation.

The Parties agree to use commercially reasonable efforts to respond immediately to technical support incidents initiated by the other Party or by the ESS County. The Parties further agree to use commercially reasonable efforts to address any interruption to service.

Section 4. Reserved

Section 5. Proprietary Rights

The Parties will each retain ownership of their respective software and systems. The software created by ESS to receive documents electronically from External Submitter pursuant to this Integration Agreement will remain the property of ESS. The software created or licensed by the External Submitter pursuant to this Integration Agreement to gather and submit documents electronically, and to make submissions for receipt through the ESS API will remain under the control of the External Submitter. Any software developed by either Party to effectuate the interface jointly designed by the Parties pursuant to this Agreement shall belong to the Party who developed the software.

Section 6. Confidential Information

Each Party may have access to certain Confidential Information of the other Party, and the Parties desire to restrict the further disclosure and use of such information.

6.1 Nondisclosure and Nonuse

Recipient will hold the Confidential Information in strict confidence and will not directly or indirectly use the Confidential Information or disclose the Confidential Information to any third Party except in compliance with this Agreement. Recipient will not disclose Confidential Information to any person or entity other than its officers and employees

with a “need to know” (and who must be directly involved and need access to the Confidential Information) in connection with this Agreement and who are (i) bound by a duty of confidentiality with respect to the Confidential Information under terms and conditions no less restrictive than those contained herein, and (ii) instructed and agree not to disclose the Confidential Information and not to use the Confidential Information for any purpose, except as set forth herein. Recipient will maintain reasonable procedures to prevent the accidental or unauthorized use or disclosure of Confidential Information and will exert at least the same degree of care as it uses to protect its own confidential or proprietary information. Recipient will immediately notify the other Party in the event of any unauthorized use or disclosure of Confidential Information. Any reproduction of Confidential Information will contain any and all confidential or proprietary notices or legends which appear on the original. Upon termination of this Agreement, Recipient will promptly return to the other Party all documents or other tangible materials containing Confidential Information and all copies thereof.

Section 7. Contract Administration

7.1 Limitation of Liability

In no event shall either Party (including their respective officers, employees, shareholders, members, contractors, agents and representatives) be liable to the other Party for indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

Each Party, their successors and assigns (the “indemnifying Party”) agree to indemnify and hold harmless the other Party, its employees, officers, agents, representatives, contractors, officers, shareholders, members board members and officials (the “indemnitee”) from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney’s fees of any kind for actions or omissions of the Indemnifying Party arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

In no event shall the cumulative maximum liability of either party under this Agreement exceed \$100,000 for the Term of this Agreement.

This Section 7.1 shall survive termination of this Agreement.

7.2 Default and Termination

Termination for Cause

The External Submitter and ESS may terminate this Agreement upon written notice for the breach by either Party for any material term, condition or provision of this Agreement, if such breach is not cured within the time period specified in the notice of

breach or any subsequent notice or correspondence delivered by ESS to External Submitter. All notices require less than a 5-day response.

In addition, ESS or External Submitter may terminate this Agreement effective with a 30-day notice and without penalty for any of the following reasons:

1. External Submitter or ESS furnished any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete; or
2. External Submitter or ESS becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; or
3. External Submitter or ESS terminates or suspends its business; or
4. External Submitter or ESS has engaged in conduct that has or may expose ESS or the External Submitter to liability, as determined in sole discretion of ESS or External Submitter.

If cure is feasible and an opportunity to cure is provided, the notice shall specify the exact date by which the condition must be cured. Following expiration of the opportunity to cure or notice from ESS or External Submitter, ESS or External Submitter may seek any available contractual, legal or equitable remedy.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, ESS shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

1. The legislature or governor fail in the sole opinion of ESS to appropriate funds sufficient to allow ESS to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or
2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ESS to make any payment hereunder, in the sole discretion of ESS are insufficient or unavailable for any other reason; or
3. If ESS authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or
4. If ESS duties or programs are substantially modified or materially altered; or
5. If there is a decision of any court or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects: ESS ability to fulfill any of its obligations under this Agreement or the operation of the ESS portal or E-Submission service.

ESS shall provide External Submitter with written notice of termination pursuant to this section.

Remedies of External Submitter

(In the Event of Termination by ESS)

In the event of termination of this Agreement for any reason by ESS, ESS shall pay only those amounts, if any, due and owing to External Submitter for services actually rendered up to and including the date of termination of the Agreement and for which ESS is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of External Submitter's claim. This provision in no way limits the remedies available to ESS in the event of the termination of this Agreement. In no event shall ESS be liable for any expenses, costs, fees, judgments, damages, awards, charges, or any other amounts, including, but not limited to the following:

1. The payment of unemployment compensation to External Submitter's employees;
2. The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;
3. Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement ;
4. Any taxes External Submitter may owe that in connection with the performance of this Agreement, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

External Submitter's Termination Duties

External Submitter, upon receipt of notice of termination for cause or convenience, shall:

1. Immediately cease using and return to ESS any property including, without limitation materials, whether tangible or intangible, provided by ESS to External Submitter.
2. Cooperate in good faith with ESS and its employees, agents and contractors during the transition period between the notification of termination and the completion of any pending transactions or e-recording activities.
3. Make any payments due to ESS for any pending transactions or e-recording activities.

7.3 No Warranty

Except as set forth in Section 3.2, the Parties do not warrant that the operation of e-Recording will be uninterrupted, secure or error-free. THE PARTIES MAKE NO WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO e-RECORDING CAPABILITIES, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7.4 Compliance with the Law and Regulations

External Submitter and its employees, agents, officers, directors, approved contractors and subcontractors shall comply with all applicable federal, state, foreign, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement. External Submitter shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to External Submitter's performance of this Agreement.

ESS may consider the failure of External Submitter to comply with any law or regulation as a material breach of this Agreement.

7.5 Amendments

This Agreement may be amended in writing from time to time by mutual consent of the Parties. Both Parties must execute all amendments to this Agreement.

7.6 Third Party Beneficiaries

There are no Third Party beneficiaries to this Agreement. This Agreement is intended only to benefit ESS and the External Submitter.

7.7 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement.

Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United State's District Court, the matter shall be commenced in the United State's District Court for the Southern District of Iowa.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to ESS.

7.8 Assignment and Delegation

This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other Party. For purposes of construing this clause, a transfer of a controlling interest in External Submitter, a merger, sale or consolidation of External Submitter, or a sale of substantially all of External Submitter's assets shall be considered an assignment. External Submitter agrees that it shall provide ESS with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of External Submitter and of any proposed merger, sale or

consolidation of External Submitter. External Submitter agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of External Submitter or any affiliate thereof without the prior written consent of ESS.

7.9 Entire Agreement

This Agreement represents the entire Agreement between the Parties concerning the subject matter hereof, and neither Party is relying on any representation that may have been made which is not included in this Agreement. External Submitter acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind.

7.10 Obligation Beyond Agreement Term

This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. The obligations of the Parties under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 5, 6, 7.1, 7.2, 7.4, 7.7, 7.10, and 7.17 shall survive termination of this Agreement.

7.11 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of ESS and External Submitter, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.

7.12 Notices

Notices under this Agreement shall be in writing and delivered to the Account Manager of the Party to receive notice (identified below) at the address of the Party to receive notice as it appears below or as otherwise provided for by proper notice here under. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by a certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to ESS:

Phil Dunshee
Project Manager
ESS
8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131
515.491.8939
phil@clris.com

If to External Submitter:

Mark A. Rosser
Vice President
Corporation Service Company (CSC)
251 Little Falls Drive
Wilmington, DE 19808
800.927.9801 x61550
850.558.1550 direct
mark.rosser@cscglobal.com

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein.

7.13 Cumulative Rights

The various rights, powers, options, elections and remedies of ESS provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed ESS by law, and shall in no way affect or impair the right of ESS to pursue any other contractual, equitable or legal remedy to which ESS may be entitled as long as any default remains in any way not remedied, unsatisfied, or unresolved. The election by ESS of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

7.14 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

7.15 Authorization

External Submitter represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of External Submitter, enforceable in accordance with its terms.

7.16 Successors in Interest

All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.

7.17 Records Retention and Access

External Submitter shall maintain books, records, and documents which sufficiently and properly document and calculate all transactions throughout the term of this Agreement for a period of at least three (3) years following the date of the transactions. External Submitter shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of External Submitter's books and records. External Submitter shall require its subcontractors to agree to the same provisions of this section.

7.18 Headings or Captions

The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections.

7.19 Multiple Counterparts

This agreement shall be executed in two or more counterparts, any one of which shall be an original without reference to the others.

7.20 Not a Joint Venture

Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture, (or other association of any kind or agent/principal relationship) between the Parties hereto. Each Party shall be deemed an independent contractor contracting for services and acting toward the mutual benefits expected to be derived from the Agreement. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.

7.21 Additional Provisions

The Parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

7.22 Further Assurances and Corrective Instruments

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

7.23 Obligations of Joint Entities

If External Submitter is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

7.24 Superior Power

Neither External Submitter nor ESS shall be liable to the other for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "superior power" and not as a result of the fault or negligence of a Party.

As used in this Agreement, "superior power" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the Party affected and which, by the exercise of reasonable diligence, the Party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of External Submitter shall not be considered a "superior power" unless the subcontractor or supplier is prevented from timely performance by a "superior power" as defined in this Agreement. "Superior power" does not include financial difficulties of External Submitter or any parent, subsidiary, affiliated or associated company of External Submitter or claims or court orders that restrict External Submitter's ability to deliver the goods or services contemplated by this Agreement.

If a "superior power" delays or prevents External Submitter's performance, External Submitter shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by ESS.

7.25 Material Breaches

The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

7.26 Taxes

External Submitter shall be responsible for paying any taxes incurred by External Submitter in the performance of this Agreement.

7.27 Title to Property

Title to all property, including, without limitation, ESS Property, furnished by ESS to External Submitter to facilitate the performance of this Agreement shall remain the sole property of ESS. All such property shall only be used by External Submitter for purposes of fulfilling its obligations under this Agreement and shall be returned to ESS upon the earliest of completion, termination, or cancellation of this Agreement or at the request of ESS.

7.28 Exclusivity

This Agreement is not exclusive. During the term of this Agreement, ESS may make similar arrangements with other External Submitters or establish integration agreements with other entities.

7.29 Attorney's Fees and Expenses

Subject to the other terms and conditions of this Agreement, in the event External Submitter defaults in any obligations under this Agreement, External Submitter shall pay to ESS all costs and expenses (including, without limitation, the reasonable attorney fees of counsel retained by ESS) incurred by ESS in enforcing this Agreement or otherwise reasonably related thereto.

Subject to the other terms and conditions of the Agreement, in the event ESS defaults in any obligations under this Agreement, ESS shall pay to the External Submitter all costs and expenses (including, without limitation, the reasonable attorney fees of counsel retained by the External Submitter) incurred by the External Submitter in enforcing this Agreement or otherwise reasonably related thereto.

7.30 Interpretation

This Agreement will be deemed to have been prepared jointly. "Including" means "including without limitation."

Section 8. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

By: _____
Travis Case
President
Iowa County Recorders Association
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

By: _____
Mark Rosser
Vice President
Corporation Service Company (CSC)
251 Little Falls Drive
Wilmington, DE 19808

Exhibit A: Coordinated Services

Activities of External Submitter

External Submitter agrees to perform the following activities and functions.

1. Integrate with ESS to enable External Submitter to submit documents for recording in all ESS Counties. External Submitter shall conform to the ESS API and associated business rules established by ESS.
2. Provide primary training and technical support services to External Submitter employees or contractors who will facilitate or oversee the submission of documents for recording in participating Counties. It is the responsibility of the External Submitter to ensure that employees and contractors understand the operation of the ESS API, the E-Submission service, and Electronic Services System Policies and Procedures.
3. When developing modifications to the External Submitter's integration with the ESS API and E-Submission service, External Submitter shall coordinate with ESS and provide information about the planned product/system road map. External Submitter shall provide ESS with advanced notice of any planned testing, including appropriate test files. Application testing shall be performed to ensure that each function works properly prior to moving it into production. Test Files will contain the required submission elements via a web service request which will include a required xml file and an accompanying Embedded File (TIFF). Modifications to the External Submitter's integration with the ESS API and E-Submission service shall not be implemented in the ESS production environment without the prior approval of ESS.
4. Provide to ESS a technical support contact for any development or technical activity, and an Account Manager point of contact for any business issues.
5. Establish a payment account and fund it adequately to ensure resources are available to pay for all recording and service fees.
6. Monitor system messages, including error messages, decline type messages, or other edit codes returned by ESS to External Submitter systems. System messages shall be evaluated to determine whether changes need to be made to the External Submitter's integration with the ESS API, or to determine whether supplemental training is required by the External Submitter for customers or other Third Party organizations served by the External Submitter.
7. If the External Submitter engages in the submission of documents for recording on behalf of its customers or other Third Party organizations, then the External Submitter shall perform the following activities and functions.
 - a. Provide training and technical support services to External Submitter customers who submit documents for recording. Training for customers shall include all requirements for recording, including common issues

which may result in the rejection of a document(s) by Iowa County Recorders.

- b. Provide primary customer support services to External Submitter customers. External Submitter will be responsible for the relationship with all External Submitter customers.
- c. Provide notice to External Submitter customers about the published ESS Terms of Use and Privacy Policies.

Activities of ESS

ESS agrees to perform the following activities and functions.

1. Provide system documentation, record formats, sample reports and other data needed by the External Submitter to develop and maintain the integration with the ESS API and requirements.
2. Provide a test environment and the technical support needed to assist with testing each aspect of the application. When notified in advance, ESS will provide technical assistance with testing activities and provide a point of contact to handle questions and issues. ESS will acknowledge receipt of questions or issues received from the External Submitter within 1 business day, via email. The expectation is that ESS will respond to questions and issues in a reasonable and timely fashion, via email or other appropriate communication channel. All questions or technical support requests shall be directed to the following email address: support@clris.com.
3. Provide for both a batch method and a browser user interface method for the electronic submission of documents.
4. Provide access to External Submitter files containing images of filed documents along with the corresponding data. Images will be presented in TIFF format. Document images access through the Iowa Land Records website at iowalandrecords.org will be presented in PDF format.
5. Provide a help desk, contact names and phone numbers, and hours of service along with an escalation policy should issues not be timely resolved. Whenever practicable, ESS shall strive to resolve any ESS system issue within 24 hours – or one business day. If any issue is not resolved within this time frame, the issue shall be escalated to the ESS Project Manager.
6. Provide access to methods of payment to be used by the External Submitter to pay for all Recording Fees and Service Fees. ESS will transfer all ESS County Recording Fees to the appropriate ESS Counties.
7. Provide access to reports enabling the External Submitter to reconcile payments with recorded documents.
8. Notify External Submitter in advance of any scheduled maintenance activities and notify External Submitter of any unscheduled ESS system outages, or any service interruption at an ESS County.

9. Establish and adopt Electronic Services System Policies and Procedures in order to facilitate consistent and timely service in all ESS Counties.

Collaborative Activities of External Submitter and ESS

1. If the External Submitter engages in the delivery of commercial electronic recording services on behalf of its customers or other Third Party organizations, then External Submitter and ESS shall perform the following activities and functions.
 - a. Post information to inform prospective Submitters about the option of accessing E-Submission through the services of the External Submitter.
 - b. Promote E-Submission and Electronic Recording through publications, user group meetings, and other activities.
 - c. Periodically present training, educational and promotional meetings such as workshops, seminars or other events to promote effective electronic recording. When appropriate, such training may be jointly presented.
2. External Submitter and ESS will work cooperatively to ensure that documents are successfully recorded and that proper payment is made.
3. External Submitter and ESS will work cooperatively to ensure compliance with the Electronic Services System Policies and Procedures.
4. External Submitter and ESS may continue without limitation the offering of any interface for electronic submission and electronic recording, and may continue without limitation to inform submitters and prospective submitters about such interface. External Submitter and ESS may without limitation develop or enhance an interface for electronic submission and electronic recording.
5. External Submitter and ESS will work cooperatively to explore the application of current standards for the management and exchange of property information including standards adopted by the Mortgage Industry Standards Maintenance Organization (MISMO)
6. External Submitter and ESS will work cooperatively to explore methods for processing documents which are declined or rejected documents within the same package or group which was originally submitted.
7. External Submitter and ESS will work cooperatively to explore methods for facilitating more efficient and effective communications between ESS Counties and the External Submitter's customers who prepare and submit documents for recording.

Integration Agreement



And

Electronic Services System

**(County Land Record
Information System)**

June 1, 2019

TABLE OF CONTENTS

| | |
|---------------------------------------------------------|----|
| Section 1. Preamble | 4 |
| Section 2. General Provisions | 5 |
| 2.1 Definition of Terms..... | 5 |
| 2.2 External Submitter Authorized Provider | 7 |
| 2.3 Term..... | 7 |
| 2.4 Policies and Fees..... | 7 |
| Terms of Use and Privacy Policies | 7 |
| Recording Fees..... | 7 |
| Service Fees | 7 |
| 2.5 Project Management | 8 |
| Account Managers | 8 |
| Project Planning..... | 8 |
| Periodic Meetings | 8 |
| Non-Solicitation and Non-Competition..... | 8 |
| 2.6 Systems Integration..... | 8 |
| Project Architecture | 8 |
| County Interface..... | 9 |
| Software Changes and Support..... | 9 |
| Responsibility for Costs and Expenses | 9 |
| Product/System Roadmap..... | 9 |
| Section 3. Customer Support | 9 |
| 3.1 Technical Support and Development..... | 9 |
| 3.2 Service Level Agreement..... | 9 |
| 3.3 Service Disruption and Recovery. | 10 |
| 3.4 Incident Response and Escalation..... | 10 |
| Section 4. Reserved..... | 10 |
| Section 5. Proprietary Rights | 10 |
| Section 6. Confidential Information | 10 |
| 6.1 Nondisclosure and Nonuse | 11 |
| Section 7. Contract Administration..... | 11 |
| 7.1 Limitation of Liability..... | 11 |
| 7.2 Default and Termination | 12 |
| Termination for Cause | 12 |
| Termination Due to Lack of Funds or Change in Law | 12 |
| Remedies of External Submitter | 13 |
| External Submitter's Termination Duties | 13 |
| 7.3 No Warranty..... | 13 |
| 7.4 Compliance with the Law and Regulations | 14 |
| 7.5 Amendments | 14 |
| 7.6 Third Party Beneficiaries | 14 |
| 7.7 Choice of Law and Forum | 14 |
| 7.8 Assignment and Delegation | 14 |

| | |
|-------------------------------------------------------------|----|
| 7.9 Entire Agreement | 15 |
| 7.10 Obligation Beyond Agreement Term..... | 15 |
| 7.11 Waiver..... | 15 |
| 7.12 Notices | 15 |
| 7.13 Cumulative Rights | 16 |
| 7.14 Severability | 17 |
| 7.15 Authorization | 17 |
| 7.16 Successors in Interest..... | 17 |
| 7.17 Records Retention and Access..... | 17 |
| 7.18 Headings or Captions..... | 17 |
| 7.19 Multiple Counterparts | 17 |
| 7.20 Not a Joint Venture | 17 |
| 7.21 Additional Provisions..... | 18 |
| 7.22 Further Assurances and Corrective Instruments | 18 |
| 7.23 Obligations of Joint Entities..... | 18 |
| 7.24 Superior Power..... | 18 |
| 7.25 Material Breaches | 19 |
| 7.26 Taxes | 19 |
| 7.27 Title to Property | 19 |
| 7.28 Exclusivity | 19 |
| 7.29 Attorney’s Fees and Expenses | 19 |
| 7.30 Interpretation..... | 20 |
| Section 8. Signatures..... | 21 |
| Exhibit A: Coordinated Services | 22 |
| Activities of External Submitter | 22 |
| Activities of ESS..... | 23 |
| Collaborative Activities of External Submitter and ESS..... | 24 |

This Integration Agreement is made as of June 1, 2019, by and between Simplifile LC, a Utah limited liability company with its principal place of business at 5072 North 300 West, Provo, UT 84604 (“External Submitter”) and the Electronic Services System – DBA Iowa Land Records, 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (“ESS”).

Section 1. Preamble

WHEREAS, External Submitter provides software, consulting, and support services to allow document preparers, submitters and recorders to scan, package, submit, receive, queue, review, cashier, stamp, retrieve, print, forward and return documents over the Internet for eRecording with County officials, sometimes in integration with various providers of electronic recording systems such as those provided by ESS; and

WHEREAS, ESS provides software, equipment, hosting, consulting, and support services for an electronic land records portal for record search and retrieval and electronic recording, and ESS interfaces with the various land records management systems in use by Counties; and

WHEREAS, the Parties have made or may make future changes to their respective software so that documents which are rendered, scanned, packaged and submitted using the External Submitter’s software may be received and recorded electronically through ESS; and

WHEREAS, External Submitter and ESS desire to jointly provide their respective services in order to allow the electronic submission and recordation of documents in each participating County;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, External Submitter and ESS hereby agree as follows:

Section 2. General Provisions

2.1 Definition of Terms

Agreement means this Integration Agreement.

API means application program interface, a set of routines, protocols, and tools for building software applications.

Confidential Information means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (a “disclosing Party”) to the other Party (a “receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that:

1. Was rightfully in the possession of the receiving Party from a source other than the disclosing Party prior to the time of disclosure of the information by the disclosing Party to the receiving Party;
2. Was known to the receiving Party prior to the disclosure of the information by the disclosing Party;
3. Was disclosed to the receiving Party without restriction by an independent third Party having a legal right to disclose the information;
4. Becomes public knowledge, other than through an act or failure to act of the disclosing Party;
5. Is publicly available or in the public domain at or prior to the time such information was disclosed by the disclosing Party;
6. Is independently developed by the receiving Party without any reliance on Confidential Information disclosed by the disclosing Party; or
7. Is disclosed or required to be disclosed pursuant to law, subpoena or the order of a court or governmental agency or regulatory authority.

Coordinated Services means the respective services of External Submitter and ESS delivered on a coordinated basis under this Agreement as specified in Exhibit A.

County means any county in United States of America or other comparable region in North America.

County Operating Hours means the hours of normal operation of the land records recording office of the applicable County during which documents are accepted for recording.

e-Recording means the act or practice of electronically submitting and receiving land record documents for recording with a County.

Electronic Services System (ESS) means the 28E governmental organization established by Iowa counties to facilitate the electronic delivery of government services including e-Recording.

Electronic Services System API (ESS API) means any API created, owned and maintained by the Electronic Services System.

Electronic Services System Policies and Procedures means the official policies and procedures adopted by the ESS Coordinating Committee and the Executive Board of the Iowa County Recorders Association. As provided in Section 331.604 of the Code of Iowa, Subsection 3a, each county shall comply with the policies and procedures established by the governing boards.

ESS County means any County in which ESS provides land records management services.

External Submitter means Simplifile LC, a Utah limited liability company.

Local Land Records Management System means the land records management system utilized by an ESS County to manage the recording process and to archive recorded documents.

Party means the External Submitter and ESS individually.

Parties means the External Submitter and ESS collectively.

Privacy Policy means the ESS policy that discloses some or all of the ways ESS gathers, uses, discloses, and manages a customer or client's data.

Recording Fee means the fee paid by the External Submitter to ESS for the recording of a document by an ESS County.

Service Fee means the fee paid by the External Submitter to ESS for access to the ESS API, and for and the permission to transmit and receive information through the ESS system.

Submitters means the submitters of documents to Counties for e-Recording using the Coordinated Services, including but not limited to submission service providers, title companies, banks, attorneys, abstractors, and lien filers.

Terms of Use means the Terms of Use published by ESS concerning access to and utilization of the ESS E-Submission service (e-Recording).

Third Party means a person or entity including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc., other than ESS or the External Submitter.

2.2 External Submitter Authorized Provider

ESS will collaborate with External Submitter as a non-exclusive authorized provider of the e-Recording submission services contemplated hereby. The Coordinated Services developed pursuant to the work as specified in Exhibit A - will be made available in all ESS Counties that participate in the ESS E-Submission service (e-Recording).

2.3 Term

The term of this Agreement is for one year. The initial term of the contract is from June 1, 2019 through June 30, 2020. The term of this Agreement shall be automatically extended for subsequent one-year periods unless the External Submitter or ESS is provided with a notice of intent by the other party to not extend the Agreement. Such notice shall be provided no less than ninety (90) days prior to the expiration of each one-year term.

2.4 Policies and Fees

Terms of Use and Privacy Policies

External Submitter shall abide by the published ESS Terms of Use and Privacy Policies, and any subsequent amendments thereto.

Recording Fees

External Submitter shall ensure payment of all applicable recording fees required by a County.

Service Fees

External Submitter shall ensure payment of all applicable ESS Service Fees required for connection with the API and for the processing of all recording transactions, and distributions to each County.

The Service Fee shall be the amount specified in the Electronic Services System Policies and Procedures. ESS shall provide notice to the External Submitter of any change in the Service Fee, and such notice shall not be less than ninety (90) calendar days prior to the expiration of each one-year term.

External Submitter shall require that each customer enabled to submit documents through the Coordinated Services make payment for all applicable Recording Fees and Service

Fees as specified in this section. External Submitter shall make no waiver to any customer of any Recording Fee or Service Fee.

2.5 Project Management

Account Managers

The Parties will each assign account managers to coordinate and administer the terms and conditions of this Agreement and to serve as primary points of contact for communications related to the Coordinated Services.

Project Planning

The Parties will establish appropriate project plans for the planning and execution of the Coordinated Services specified in Exhibit A.

Periodic Meetings

The Parties may convene periodic telephonic or web conference meetings (or meetings in person if the Parties agree) to review any issues or topics which may affect the operation of the Coordinated Services.

Non-Solicitation and Non-Competition

During the term of this Agreement and for a period of two years thereafter, each of the Parties will not encourage or solicit any employee of the other Party to leave the employment of the other Party and will not hire any of the other Party's employees.

2.6 Systems Integration

Project Architecture

The External Submitter agrees to implement the published ESS API and to conform to published ESS business rules, policies, procedures and requirements and to collaboratively architect the integration required to maintain and improve an e-Recording document workflow from the External Submitter and submitters to ESS. ESS will provide a technical description of the ESS API to External Submitter for its use in creating, updating and maintaining software to effectively submit documents for e-Recording. ESS will provide technical support and a functional test environment to assist External Submitter in its implementation of the ESS API.

County Interface

ESS will provide the means to exchange information with the Local Land Records Management System in each ESS County through which the External Submitter may submit documents to be recorded on behalf of its customers.

Software Changes and Support

ESS will test any and all upgrades or revisions to its software to assure continuing operability with External Submitter's electronic submission systems and will provide reasonable advance notice to External Submitter in order to allow for coordination prior to implementation of any upgrade or revision to the ESS API. ESS will provide support as needed to External Submitter personnel to assure continuing operability of External Submitter's electronic submission systems.

Responsibility for Costs and Expenses

Each Party will be responsible for any and all costs of developing, programming, marketing, promoting, and providing its respective portion of the Coordinated Services under this Agreement. Except as otherwise provided herein, neither Party will be responsible or liable for any costs or expenses of the other Party incurred in connection with this Agreement.

Product/System Roadmap

Each Party agrees to provide the other Party with a product/system road map that enables ESS and External Submitter to anticipate revisions to their respective software and to plan related integration updates.

Section 3. Customer Support

The Parties will work together to support the implementation of the Coordinated Services.

3.1 Technical Support and Development.

The Parties agree to support each other's technical support development efforts. The Parties will each provide the other with contact information of personnel or offices when technical, operational or development support and assistance is required. The information shall include appropriate support email addresses, telephone numbers, online support information and other appropriate contact information.

3.2 Service Level Agreement.

External Submitter and ESS each agree to use its best efforts to maintain its systems and services in full effective operation for each County during 99.9% of the respective

County Operating Hours, except for downtimes mutually agreed upon by ESS, County and External Submitter and downtimes arising from any Internet downtime or outages or from causes beyond the control of the Parties. ESS will use its best efforts to obtain agreement from the LRMS Vendors to provide the same level of service described in this section in each of their customer counties. External Submitter and ESS will each make every effort to schedule system downtime outside of County Operating Hours; however, in the event either Party is required to schedule downtime during County Operating Hours, the Party will collaborate with the ESS Counties and with the other Party to notify administrators, users and system technicians for work planning purposes.

3.3 Service Disruption and Recovery.

The Parties agree to use commercially reasonable efforts to immediately identify and work to resolve disruptions to the Coordinated Services.

3.4 Incident Response and Escalation.

The Parties agree to use commercially reasonable efforts to respond immediately to technical support incidents initiated by the other Party or by the ESS County. The Parties further agree to use commercially reasonable efforts to address any interruption to service.

Section 4. Reserved

Section 5. Proprietary Rights

The Parties will each retain ownership of their respective software and systems. The software created by ESS to receive documents electronically from External Submitter pursuant to this Integration Agreement will remain the property of ESS. The software created or licensed by the External Submitter pursuant to this Integration Agreement to gather and submit documents electronically, and to make submissions for receipt through the ESS API will remain under the control of the External Submitter. Any software developed by either Party to effectuate the interface jointly designed by the Parties pursuant to this Agreement shall belong to the Party who developed the software.

Section 6. Confidential Information

Each Party may have access to certain Confidential Information of the other Party, and the Parties desire to restrict the further disclosure and use of such information.

6.1 Nondisclosure and Nonuse

Recipient will hold the Confidential Information in strict confidence and will not directly or indirectly use the Confidential Information or disclose the Confidential Information to any third Party except in compliance with this Agreement. Recipient will not disclose Confidential Information to any person or entity other than its officers and employees with a “need to know” (and who must be directly involved and need access to the Confidential Information) in connection with this Agreement and who are (i) bound by a duty of confidentiality with respect to the Confidential Information under terms and conditions no less restrictive than those contained herein, and (ii) instructed and agree not to disclose the Confidential Information and not to use the Confidential Information for any purpose, except as set forth herein. Recipient will maintain reasonable procedures to prevent the accidental or unauthorized use or disclosure of Confidential Information and will exert at least the same degree of care as it uses to protect its own confidential or proprietary information. Recipient will immediately notify the other Party in the event of any unauthorized use or disclosure of Confidential Information. Any reproduction of Confidential Information will contain any and all confidential or proprietary notices or legends which appear on the original. Upon termination of this Agreement, Recipient will promptly return to the other Party all documents or other tangible materials containing Confidential Information and all copies thereof.

Section 7. Contract Administration

7.1 Limitation of Liability

In no event shall either Party (including their respective officers, employees, shareholders, members, contractors, agents and representatives) be liable to the other Party for indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

Each Party, their successors and assigns (the “indemnifying Party”) agree to indemnify and hold harmless the other Party, its employees, officers, agents, representatives, contractors, officers, shareholders, members board members and officials (the “indemnitee”) from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney’s fees of any kind for actions or omissions of the Indemnifying Party arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

In no event shall the cumulative maximum liability of either party under this Agreement exceed \$100,000 for the Term of this Agreement.

This Section 7.1 shall survive termination of this Agreement.

7.2 Default and Termination

Termination for Cause

The External Submitter and ESS may terminate this Agreement upon written notice for the breach by either Party for any material term, condition or provision of this Agreement, if such breach is not cured within the time period specified in the notice of breach or any subsequent notice or correspondence delivered by ESS to External Submitter. All notices require less than a 5-day response.

In addition, ESS or External Submitter may terminate this Agreement effective with a 30-day notice and without penalty for any of the following reasons:

1. External Submitter or ESS furnished any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete; or
2. External Submitter or ESS becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; or
3. External Submitter or ESS terminates or suspends its business; or
4. External Submitter or ESS has engaged in conduct that has or may expose ESS or the External Submitter to liability, as determined in sole discretion of ESS or External Submitter.

If cure is feasible and an opportunity to cure is provided, the notice shall specify the exact date by which the condition must be cured. Following expiration of the opportunity to cure or notice from ESS or External Submitter, ESS or External Submitter may seek any available contractual, legal or equitable remedy.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, ESS shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

1. The legislature or governor fail in the sole opinion of ESS to appropriate funds sufficient to allow ESS to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or
2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ESS to make any payment hereunder, in the sole discretion of ESS are insufficient or unavailable for any other reason; or
3. If ESS authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or
4. If ESS duties or programs are substantially modified or materially altered; or
5. If there is a decision of any court or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely

affects: ESS ability to fulfill any of its obligations under this Agreement or the operation of the ESS portal or E-Submission service.

ESS shall provide External Submitter with written notice of termination pursuant to this section.

Remedies of External Submitter

(In the Event of Termination by ESS)

In the event of termination of this Agreement for any reason by ESS, ESS shall pay only those amounts, if any, due and owing to External Submitter for services actually rendered up to and including the date of termination of the Agreement and for which ESS is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of External Submitter's claim. This provision in no way limits the remedies available to ESS in the event of the termination of this Agreement. In no event shall ESS be liable for any expenses, costs, fees, judgments, damages, awards, charges, or any other amounts, including, but not limited to the following:

1. The payment of unemployment compensation to External Submitter's employees;
2. The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;
3. Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement ;
4. Any taxes External Submitter may owe that in connection with the performance of this Agreement, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

External Submitter's Termination Duties

External Submitter, upon receipt of notice of termination for cause or convenience, shall:

1. Immediately cease using and return to ESS any property including, without limitation materials, whether tangible or intangible, provided by ESS to External Submitter.
2. Cooperate in good faith with ESS and its employees, agents and contractors during the transition period between the notification of termination and the completion of any pending transactions or e-recording activities.
3. Make any payments due to ESS for any pending transactions or e-recording activities.

7.3 No Warranty

Except as set forth in Section 3.2, the Parties do not warrant that the operation of e-Recording will be uninterrupted, secure or error-free. THE PARTIES MAKE NO WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO e-RECORDING

CAPABILITIES, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7.4 Compliance with the Law and Regulations

External Submitter and its employees, agents, officers, directors, approved contractors and subcontractors shall comply with all applicable federal, state, foreign, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement. External Submitter shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to External Submitter's performance of this Agreement.

ESS may consider the failure of External Submitter to comply with any law or regulation as a material breach of this Agreement.

7.5 Amendments

This Agreement may be amended in writing from time to time by mutual consent of the Parties. Both Parties must execute all amendments to this Agreement.

7.6 Third Party Beneficiaries

There are no Third Party beneficiaries to this Agreement. This Agreement is intended only to benefit ESS and the External Submitter.

7.7 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement.

Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United State's District Court, the matter shall be commenced in the United State's District Court for the Southern District of Iowa.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to ESS.

7.8 Assignment and Delegation

This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other Party. For purposes of construing this clause, a transfer of a controlling interest in External Submitter, a merger, sale or consolidation of

External Submitter, or a sale of substantially all of External Submitter's assets shall be considered an assignment. External Submitter agrees that it shall provide ESS with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of External Submitter and of any proposed merger, sale or consolidation of External Submitter. External Submitter agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of External Submitter or any affiliate thereof without the prior written consent of ESS.

7.9 Entire Agreement

This Agreement represents the entire Agreement between the Parties concerning the subject matter hereof, and neither Party is relying on any representation that may have been made which is not included in this Agreement. External Submitter acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind.

7.10 Obligation Beyond Agreement Term

This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. The obligations of the Parties under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 5, 6, 7.1, 7.2, 7.4, 7.7, 7.10, and 7.17 shall survive termination of this Agreement.

7.11 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of ESS and External Submitter, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.

7.12 Notices

Notices under this Agreement shall be in writing and delivered to the Account Manager of the Party to receive notice (identified below) at the address of the Party to receive notice as it appears below or as otherwise provided for by proper notice here under. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by a certified U.S. Mail return

receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to ESS:

Phil Dunshee
Project Manager
ESS
8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131
515.491.8939
phil@clris.com

If to External Submitter:

Steve McDonald
National Accounts Director
Simplifile, LC
5072 North 300 West
Provo, UT 84604
470.955.8955 cell
801.223.1069 direct
smcdonald@simplifile.com

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein.

7.13 Cumulative Rights

The various rights, powers, options, elections and remedies of ESS provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed ESS by law, and shall in no way affect or impair the right of ESS to pursue any other contractual, equitable or legal remedy to which ESS may be entitled as long as any default remains in any way not remedied, unsatisfied, or unresolved. The election by ESS of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

7.14 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

7.15 Authorization

External Submitter represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of External Submitter, enforceable in accordance with its terms.

7.16 Successors in Interest

All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.

7.17 Records Retention and Access

External Submitter shall maintain books, records, and documents which sufficiently and properly document and calculate all transactions throughout the term of this Agreement for a period of at least three (3) years following the date of the transactions. External Submitter shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of External Submitter's books and records. External Submitter shall require its subcontractors to agree to the same provisions of this section.

7.18 Headings or Captions

The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections.

7.19 Multiple Counterparts

This agreement shall be executed in two or more counterparts, any one of which shall be an original without reference to the others.

7.20 Not a Joint Venture

Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture, (or other association of any kind or agent/principal relationship) between the Parties hereto. Each Party shall be deemed an independent contractor contracting for services and acting toward the mutual benefits expected to be

derived from the Agreement. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.

7.21 Additional Provisions

The Parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

7.22 Further Assurances and Corrective Instruments

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

7.23 Obligations of Joint Entities

If External Submitter is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

7.24 Superior Power

Neither External Submitter nor ESS shall be liable to the other for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "superior power" and not as a result of the fault or negligence of a Party.

As used in this Agreement, "superior power" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the Party affected and which, by the exercise of reasonable diligence, the Party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of External Submitter shall not be considered a "superior power" unless the subcontractor or supplier is prevented from timely performance by a "superior power" as defined in this Agreement. "Superior power" does not include financial difficulties of External Submitter or any parent, subsidiary, affiliated or associated company of External Submitter or claims or court orders that restrict External Submitter's ability to deliver the goods or services contemplated by this Agreement.

If a "superior power" delays or prevents External Submitter's performance, External Submitter shall immediately commence to use its best efforts to directly provide

alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by ESS.

7.25 Material Breaches

The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

7.26 Taxes

External Submitter shall be responsible for paying any taxes incurred by External Submitter in the performance of this Agreement.

7.27 Title to Property

Title to all property, including, without limitation, ESS Property, furnished by ESS to External Submitter to facilitate the performance of this Agreement shall remain the sole property of ESS. All such property shall only be used by External Submitter for purposes of fulfilling its obligations under this Agreement and shall be returned to ESS upon the earliest of completion, termination, or cancellation of this Agreement or at the request of ESS.

7.28 Exclusivity

This Agreement is not exclusive. During the term of this Agreement, ESS may make similar arrangements with other External Submitters or establish integration agreements with other entities.

7.29 Attorney's Fees and Expenses

Subject to the other terms and conditions of this Agreement, in the event External Submitter defaults in any obligations under this Agreement, External Submitter shall pay to ESS all costs and expenses (including, without limitation, the reasonable attorney fees of counsel retained by ESS) incurred by ESS in enforcing this Agreement or otherwise reasonably related thereto.

Subject to the other terms and conditions of the Agreement, in the event ESS defaults in any obligations under this Agreement, ESS shall pay to the External Submitter all costs and expenses (including, without limitation, the reasonable attorney fees of counsel retained by the External Submitter) incurred by the External Submitter in enforcing this Agreement or otherwise reasonably related thereto.

7.30 Interpretation

This Agreement will be deemed to have been prepared jointly. "Including" means "including without limitation."

Section 8. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

By: _____
Travis Case
President
Iowa County Recorders Association
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

By: _____
Vicki DiPasquale
Vice President of Sales
Simplifile, LC
5072 North 300 West
Provo, UT 84604
801.373.0151

Exhibit A: Coordinated Services

Activities of External Submitter

External Submitter agrees to perform the following activities and functions.

1. Integrate with ESS to enable External Submitter to submit documents for recording in all ESS Counties. External Submitter shall conform to the ESS API and associated business rules established by ESS.
2. Provide primary training and technical support services to External Submitter employees or contractors who will facilitate or oversee the submission of documents for recording in participating Counties. It is the responsibility of the External Submitter to ensure that employees and contractors understand the operation of the ESS API, the E-Submission service, and Electronic Services System Policies and Procedures.
3. When developing modifications to the External Submitter's integration with the ESS API and E-Submission service, External Submitter shall coordinate with ESS and provide information about the planned product/system road map. External Submitter shall provide ESS with advanced notice of any planned testing, including appropriate test files. Application testing shall be performed to ensure that each function works properly prior to moving it into production. Test Files will contain the required submission elements via a web service request which will include a required xml file and an accompanying Embedded File (TIFF). Modifications to the External Submitter's integration with the ESS API and E-Submission service shall not be implemented in the ESS production environment without the prior approval of ESS.
4. Provide to ESS a technical support contact for any development or technical activity, and an Account Manager point of contact for any business issues.
5. Establish a payment account and fund it adequately to ensure resources are available to pay for all recording and service fees.
6. Monitor system messages, including error messages, decline type messages, or other edit codes returned by ESS to External Submitter systems. System messages shall be evaluated to determine whether changes need to be made to the External Submitter's integration with the ESS API, or to determine whether supplemental training is required by the External Submitter for customers or other Third Party organizations served by the External Submitter.
7. If the External Submitter engages in the submission of documents for recording on behalf of its customers or other Third Party organizations, then the External Submitter shall perform the following activities and functions.
 - a. Provide training and technical support services to External Submitter customers who submit documents for recording. Training for customers shall include all requirements for recording, including common issues

which may result in the rejection of a document(s) by Iowa County Recorders.

- b. Provide primary customer support services to External Submitter customers. External Submitter will be responsible for the relationship with all External Submitter customers.
- c. Provide notice to External Submitter customers about the published ESS Terms of Use and Privacy Policies.

Activities of ESS

ESS agrees to perform the following activities and functions.

1. Provide system documentation, record formats, sample reports and other data needed by the External Submitter to develop and maintain the integration with the ESS API and requirements.
2. Provide a test environment and the technical support needed to assist with testing each aspect of the application. When notified in advance, ESS will provide technical assistance with testing activities and provide a point of contact to handle questions and issues. ESS will acknowledge receipt of questions or issues received from the External Submitter within 1 business day, via email. The expectation is that ESS will respond to questions and issues in a reasonable and timely fashion, via email or other appropriate communication channel. All questions or technical support requests shall be directed to the following email address: support@clris.com.
3. Provide for both a batch method and a browser user interface method for the electronic submission of documents.
4. Provide access to External Submitter files containing images of filed documents along with the corresponding data. Images will be presented in TIFF format. Document images access through the Iowa Land Records website at iowalandrecords.org will be presented in PDF format.
5. Provide a help desk, contact names and phone numbers, and hours of service along with an escalation policy should issues not be timely resolved. Whenever practicable, ESS shall strive to resolve any ESS system issue within 24 hours – or one business day. If any issue is not resolved within this time frame, the issue shall be escalated to the ESS Project Manager.
6. Provide access to methods of payment to be used by the External Submitter to pay for all Recording Fees and Service Fees. ESS will transfer all ESS County Recording Fees to the appropriate ESS Counties.
7. Provide access to reports enabling the External Submitter to reconcile payments with recorded documents.
8. Notify External Submitter in advance of any scheduled maintenance activities, and notify External Submitter of any unscheduled ESS system outages, or any service interruption at an ESS County.

9. Establish and adopt Electronic Services System Policies and Procedures in order to facilitate consistent and timely service in all ESS Counties.

Collaborative Activities of External Submitter and ESS

1. If the External Submitter engages in the delivery of commercial electronic recording services on behalf of its customers or other Third Party organizations, then External Submitter and ESS shall perform the following activities and functions.
 - a. Post information to inform prospective Submitters about the option of accessing E-Submission through the services of the External Submitter.
 - b. Promote E-Submission and Electronic Recording through publications, user group meetings, and other activities.
 - c. Periodically present training, educational and promotional meetings such as workshops, seminars or other events to promote effective electronic recording. When appropriate, such training may be jointly presented.
2. External Submitter and ESS will work cooperatively to ensure that documents are successfully recorded and that proper payment is made.
3. External Submitter and ESS will work cooperatively to ensure compliance with the Electronic Services System Policies and Procedures.
4. External Submitter and ESS may continue without limitation the offering of any interface for electronic submission and electronic recording, and may continue without limitation to inform submitters and prospective submitters about such interface. External Submitter and ESS may without limitation develop or enhance an interface for electronic submission and electronic recording.
5. External Submitter and ESS will work cooperatively to explore the application of current standards for the management and exchange of property information including standards adopted by the Mortgage Industry Standards Maintenance Organization (MISMO)
6. External Submitter and ESS will work cooperatively to explore methods for processing documents which are declined or rejected documents within the same package or group which was originally submitted.
7. External Submitter and ESS will work cooperatively to explore methods for facilitating more efficient and effective communications between ESS Counties and the External Submitter's customers who prepare and submit documents for recording.

April 1, 2019

VIA E-MAIL
phil@clris.com

Electronic Services System
Phil Dunshee, PMP, MPA, Project Manager
Iowa Land Records
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

Re: Representation of Electronic Services System ("ESS")

Dear Phil:

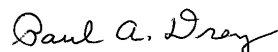
The purpose of this letter is to confirm the terms and conditions for our legal representation of ESS. The term of this arrangement will commence July 1, 2019 and run through June 30, 2020. As a part of our representation over the past years, we have helped clarify the governing structure of ESS and its relationship to the Iowa County Records Association. As a result, in the past, it is most appropriate that our attorney-client relationship be continue to be directly with ESS. For that reason, we have drafted this letter to reflect the legal representation of the ESS by our firm.

Our fees will be invoiced pursuant to a retainer basis for general practice and issues representation in the amount of \$1,000.00 per month. Any expenses, disbursements, and client advances will not be included in this retainer, and will be billed separately. This arrangement will be deemed effective July 1, 2019 and run through June 30, 2020, at which time the parties will review this arrangement and make an amendment, if necessary. Litigation, lobbying and intellectual property will be excluded from this arrangement. Litigation, lobbying and intellectual property matters along with any large projects not contemplated herein would be provided for in a separate representation arrangement.

Enclosed with this letter is a statement entitled "General Provisions" setting forth additional terms and conditions, all of which are incorporated herein by reference and shall apply to our representation to the extent not expressly modified in this letter.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your acceptance by executing a copy of this letter in the space provided below and return it to our office. We are pleased to have this opportunity to continue to represent Electronic Services System and thank you for this opportunity.

Very truly yours,



Paul A. Drey

PAD:pm

ACCEPTANCE OF ENGAGEMENT TERMS

I, Phil Dunshee, on behalf of Electronic Services System, have read the foregoing engagement letter and general provisions of legal representation, and hereby agree to be jointly and severally bound by all terms outlined. By signing this acceptance letter, I hereby agree to the terms of legal representation outlined in this engagement letter on this the ____ day of _____, 2019.

ELECTRONIC SERVICES SYSTEM

By: Phil Dunshee, Project Manager

GENERAL PROVISIONS – LEGAL REPRESENTATION

The following provisions will apply to the relationship between Brick Gentry P.C. and you, the client:

1. Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the American Bar Association and Iowa Rules of Professional Conduct. Such fees will be based primarily on the agreed upon retainer amount. Billing differs, depending generally on the attorney's experience and years of practice, and the firm adjusts these billings from time to time. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, consultants and others; conferences among our legal personnel; factual investigation; legal research; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial statements; drafting of letters and other documents; travel time; and time in a general advisory role. In an effort to reduce legal fees, we use paralegal personnel and student law clerks. Time devoted by paralegals and law clerks to client matters included in the retainer amount. Law clerk and paralegal billings are specifically listed on our statements. Other factors may be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to the client and any unforeseen circumstances arising in the course of our representation.

2. In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred in performing services such as photocopying, messenger and delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance telephone, telecopying, word processing, court costs and filing fees. Certain of such items may be charged at more than our direct cost to cover our overhead. Unless special arrangements are made at the outset, fees and expenses of others will not be paid by us and will be the responsibility of, and billed directly to, the client.

3. Although we may from time to time for a client's convenience furnish estimates of fees or costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact.

4. Fees and expenses will be billed monthly and are payable upon presentation. We expect prompt payment. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due.

5. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client prior to the date of such termination.

6. We reserve the right to withdraw from our representation if, among other things, the client fails to honor the terms of the engagement letter, the client fails to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, the client will take all steps

necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of withdrawal.

7. We make no guarantee as to the outcome of the case. Nothing in this agreement and no statement to you, the client, will be construed as a promise or guarantee about the outcome.

8. If any claim or action is brought against us or any personnel of the firm and such claim arises from the client's negligence or misconduct, the client will hold us harmless and indemnify us for all damages incurred.

Contract Terms and Conditions

Amendment Number 1

This first amendment to the Agreement for Payment Services (Agreement) made and effective as of June 1, 2019 by and between the Electronic Services System (ESS) and NCMIC Finance Corporation (doing business as Professional Solution Financial Services), a company organized under the laws of the State of Iowa (Service Provider). The parties agree to amend the Agreement, as provided in Section 4.3 to remove references to PAYA and insert references to VeriCheck with respect to ACH processing, to clarify fees and work flow relating to ACH processing, and to incorporate elements relating to transaction Velocity.

1. Documents Incorporated. Section 2 is amended to strike the reference to the PAYA ACH processor and to insert in lieu thereof a reference to a substitute Agreement with VeriCheck, an alternative ACH processor.

Section 2. Documents Incorporated.

Except as otherwise specified, the following documents are incorporated by reference as if fully set forth in this Agreement.

- Request For Proposals for Payment Gateway/Point of Sale Services – published 5.3.18
- The NCMIC Merchant Credit Card Processing Application and Special Processing Addendum – Control Number 192109
- The NCMIC Merchant Agreement Additional Terms and Conditions – Rev 12/2015
- The USA ePay Gateway License / User Agreement - Version 1. rev. 11
- The USAePay Software License Agreement - Version 1. rev. 18: Last revised 02/23/2012
- ~~The PAYA Agreement – REV 06252018~~
- The VeriCheck Agreement – Revised April 11, 2018

2. Scope of Work. Section 4 is amended to strike references to PAYA and to insert in lieu thereof references to VeriCheck.

4 Scope of Work

Service Provider shall provide to ESS the following services:

- The merchant services as set forth in the NCMIC Merchant Agreement
- The payment gateway services through USA ePay as provided in the USA ePay Gateway License, User Agreement and License Agreement
- ACH services through ~~PAYA~~ VeriCheck as provided in the ~~Paya~~ VeriCheck Services Agreement
- Technical Assistance and Advisory services with respect to the ESS integration with USA ePay gateway services and ~~PAYA~~ VeriCheck ACH services
- Supplementary Services as specified in Section 4.1

3. Fee Amounts. Section 5.1 is amended to strike references to PAYA and to insert in lieu thereof references to VeriCheck, and to clarify the fee amounts to be paid for VeriCheck services.

5.1. Fee Amounts

Payment Gateway Fee – The fee charged by USA ePay for payment gateway services. The fee shall be applied monthly in an amount not to exceed \$45.00 per month. Service Provider will withdraw this monthly fee from the treasury management account specified by ESS. The withdrawal will typically occur on first or second business day of the following month.

ACH Access Fee – The fee charged by ~~PAYA~~ VeriCheck for ACH services. The fee shall be applied monthly in an amount not to exceed 10.00 per month which is comprised of a \$5.00 statement fee and a \$5.00 gateway fee. ~~PAYA~~ VeriCheck will withdraw this monthly fee from the treasury management account specified by ESS. The withdrawal will occur within the first week of the following month.

ACH Surcharge & Velocity – There shall be no additional surcharge for transactions based on any dollar amount threshold. There shall be no surcharge based on the velocity of transactions. For the purposes of this agreement, velocity is defined to be the dollar amount of transactions for a single customer account within a defined time period such as a day, month or year.

ACH Transaction fee – The fee charged by ~~PAYA~~ VeriCheck for each ACH transaction. The fee shall be applied to each transaction submitted by ESS through the payment gateway in an amount not to exceed \$0.30 per transaction. ~~PAYA~~ VeriCheck will withdraw this monthly fee from the treasury management account specified by ESS. The withdrawal will occur on the last day of each month.

ACH Batch Fee – The fee charged by VeriCheck for each ACH transaction batch processed. The fee shall be applied to each transaction batch submitted by ESS through the payment gateway in an amount not to exceed \$0.075 per batch. VeriCheck will withdraw this monthly fee from the treasury management account specified by ESS. The withdrawal will occur on the last day of each month.

Merchant Processor Charge. The fee charged by the Service Provider for access to the merchant processing service. The fee shall be applied monthly in an amount not to exceed the product of .0025 times the total dollar amount of the cumulative credit and debit card transactions which occur in the preceding month. Service Provider will submit an invoice/statement and payment will be pulled via ACH on the first business day of each month.

Merchant Transaction Charge. The fee charged by the Service Provider for each credit or debit card transaction. The fee shall be applied to each transaction submitted by ESS through the payment gateway in the preceding month in an amount not to exceed \$0.10 per transaction. Service Provider will submit an invoice/statement and payment will be pulled via ACH on the first business day of each month.

Credit/Debit Batch Closing Fee. The fee charged by the Service Provider for each daily batch of credit or debit card transactions submitted through the payment gateway. The fee shall be applied to each daily transaction batch submitted by ESS through the payment

gateway in the preceding month in an amount not to exceed \$0.10 per batch. Service Provider will submit an invoice/statement and payment will be pulled via ACH on the first business day of each month.

Other Fees. Various other fees including a Statement Maintenance Fee, a Regulatory Fee, and other miscellaneous fees. The fee shall be applied monthly in an amount not to exceed \$8.20 per month. Service Provider will submit an invoice at the beginning of each month with terms of payment set at net 30. Service Provider will submit an invoice/statement and payment will be pulled via ACH on the first business day of each month.

Failed Transaction Fees. Other fees relate to the special handling of transactions which fail (Charge Back Fees or ACH Return Item Fees) shall be as specified in the Service Provider Merchant Credit Card Processing Application.

PCI Assurance Fee. The fee charged by the Service Provider for expenses associated with compliance with PCI requirements. The fee shall be applied annually in an amount not to exceed \$60.00 unless the program provider requires an increase across the entire portfolio. Service Provider will annually submit an invoice for this fee, and the fee may be incorporated in one of the monthly invoices for other fees as appropriate.

Termination Fee. There shall be no termination fee associated with the Service Provider. ESS may terminate services without penalty at any time. Service Provider shall notify ESS of any termination fee charged by either ~~PAYA~~ VeriCheck or USAePay, and if applicable, such termination fee(s) shall not exceed \$200.00 or as dictated by the individual service agreement. Service Provider shall notify ESS of changes in policy or amount for any termination fee charged by either ~~PAYA~~ VeriCheck or USAePay.

Interchange Pass Through Fees. The fees charged by credit and debit card companies including MasterCard, Visa, Discover and American Express. These fees are set by the companies periodically and are passed through by the Service Provider to ESS without mark up or surcharges. The following components comprise the Interchange Fees:

- Interchange Rate – a percentage rate applied to the dollar value of each credit or debit card transaction. As an illustration, this fee may range between .65% to 1.55% and is dictated by the interchange tables set forth by the card associations
- Interchange Transaction Fee – a fee applied to each credit or debit card transaction. As an illustration, this fee may range between \$0.10 to \$0.15 per transaction and is dictated by the interchange tables set forth by the card associations. The amount of the transaction does not affect this fee.
- Dues and Assessments - a percentage rate applied to the dollar value of each credit or debit card transaction. As an illustration, this fee may range between 0.13% to 0.14%

With respect to Interchange Pass Through Fees, the Service Provider shall assign the lowest possible government rates class to ESS based on qualification parameters dictated by industry codes and the interchange tables provided by the card associations. Service Provider shall proactively and timely inform ESS whenever the Interchange Fees are changed.

No fees other than those specified herein shall be charged by the Service Provider, the ACH service provider, or the payment gateway service provider for payment services. The individual service agreements with the Service provider and affiliated parties will take final precedence with respect to the determination of their fees.

4. Transaction Processing Flow. Section 5.3 is amended to strike references to PAYA and to insert in lieu thereof references to VeriCheck, to clarify processes relating to VeriCheck services, and to prescribe minimum parameters for Velocity.

5.3 Transaction Processing Flow

The following is a description of the typical steps and flow of actions required in the payment process.

TRANSACTIONS

1. ESS Customers perform transactions on the ESS web site.
2. Each transaction is assigned a Transaction number.
3. ESS accumulates the transactions for a business day.

ACH Payments

- a. ESS pushes the ACH payment request through the USAePay Application Programming Interface (API)
- b. USAePay transmits the ACH request through ~~PAYA~~ VeriCheck
- c. ~~PAYA~~ VeriCheck processes the payments through its sending bank and the Federal Reserve, and an authorization number is assigned
- d. Federal Reserve presents the transaction to the receiving bank and the bank attempts to post the transaction; Federal Reserve settles with the sending bank and with the receiving bank; the sending bank posts credit to the VeriCheck account
- e. Funds may be held for possible returns
- f. VeriCheck creates net settlement transaction (credit for transactions entered, minus amount of any returns in the interim)
- g. The ESS account is credited and the VeriCheck account is debited
- h. Payment is deposited in the designated ESS account within 2-7 business days
- i. Each ACH deposit shall be equal to the transactions for one business day
- j. A daily report of transactions for each business day is provided by USAePay (see below)

Credit/Debit Card Payments

- a. ESS pushes the Credit/Debit payment request through the USAePay API
- b. USAePay transmits the Credit/Debit request through First Data
- c. First Data processes the payments and an authorization number is assigned
- d. Payment is deposited in the designated ESS account within 3 (three) business days
- e. Each credit/debit card deposit shall be equal to the transactions for one business day
- f. A daily report of transactions for each business day is provided by USAePay (see below)

There may be other specific steps defined to handle various use cases including but not limited to payment failures, voids and refunds. Procedures for the primary use cases are defined as follows.

FAILURES - ACH Payments

1. ESS pushes the ACH payment request through the USAePay API
2. USAePay transmits the ACH request through ~~PAYA~~ VeriCheck. The transaction is in a pending status after batch upload
3. ~~PAYA~~ VeriCheck processes the payments
4. Payer's bank sends a confirmation receipt to ~~PAYA~~ VeriCheck that they received the payment request
5. Two days later, ~~PAYA~~ VeriCheck will initiate the ACH payment, which informs the payer's bank to transfer the money to the merchant's account

Pre-Settlement Failure

- a. The Payment is rejected after the batch is uploaded, but prior to settlement
- b. ~~PAYA~~ VeriCheck notifies USAePay of the failure due to an incorrect routing number or other pre-settlement issue
- c. USAePay returns a failure message to ESS through the API.
- d. ESS suspends the customer account in E-Submission pending correction.
- e. Customer and ESS resolve the payment issue, and ESS notifies USAePay and VeriCheck to remove the restriction
- f. ESS retries the payment, including a failed payment fee.

Post-Settlement Failure

- a. The Payment is rejected after settlement due to insufficient funds (NSF), account not found due to incorrect routing or account number (ANF), and Payer's bank notifies ~~PAYA~~ VeriCheck
- b. ~~PAYA~~ VeriCheck notifies USAePay of the failure. USAePay does not restrict the customer account
- c. USAePay returns a failure message to ESS through the API.
- d. ESS suspends the customer account in E-Submission pending correction.
- e. Customer and ESS resolve the payment issue, and ESS notifies USAePay and VeriCheck to remove the restriction
- f. ESS retries the payment, including a failed payment fee.

FAILURES – Credit/Debit Card Payments

1. ESS pushes the Credit/Debit payment request through the USAePay API
2. USAePay transmits the ACH request through First Data
3. First Data attempts to process the payments, and the payment fails (expired, locked or other reason)
4. First Data notifies USAePay of the failure. USAePay does not restrict the customer account
5. USAePay returns a failure message to ESS through the API. The message may be in the form of an error code, which specifies the reason for the failure.
6. ESS suspends the customer account in E-Submission pending correction.
7. Customer and ESS resolve the payment issue, and ESS notifies USAePay to remove the restriction
8. ESS retries the payment, including a failed payment fee.

VOIDS

For batch online ACH and Credit/Debit card transactions a mechanism for voiding transactions is not applicable. If a customer executes the “submit” function, the customer's account will be charged when the transaction is completed. Payment must be made if the transaction is completed. Further, the nature of batch transactions is not suited

for void functions. When payment is received (deposited in the ESS account) through USAePay, ESS will distribute the funds to each location.

REVERSE ACH

For batch online ACH and Credit/Debit card transactions a mechanism for refunding transactions is desired although it is expected that it would be infrequently used. As described in the section on VOIDS, if a customer executes the “submit” function, the customer’s account will be charged when the transaction is completed. Payment must be made if the transaction is completed. Further the nature of batch transactions is not suited for void functions. When payment is received (deposited in the ESS account) through ~~PAYA~~ VeriCheck and USAePay, ESS will distribute the funds to each location. In most cases it will be up to the location to handle any refund.

When circumstances warrant, ESS may initiate refund through a Reverse ACH utilizing the USAePay console.

1. Reverse ACH transactions approved by ESS shall be withdrawn from the designated ESS financial account.
2. Reverse ACH transactions will exclude the ESS convenience fee.
3. Service Provider shall provide ESS with access to reports which document any Reverse ACH transaction activity.

SETTLEMENT TIME SETTLEMENT TIME

1. The settlement time shall be 5:00 PM Central Time each business day.

VELOCITY

Service Provider shall ensure that the minimum Velocity, as defined in Section 5.1, for transactions under this agreement shall be as follows.

One Business Day – Not less than \$100,000.00 per customer

One Week - Not less than \$500,000.00 per customer

One Month – Not less than \$1,000,000.00 per customer

Annual – There has be no defined annual limit for Velocity

As circumstances and customer activities warrant, ESS may request Service Provider to increase Velocity. Service Provider shall work in good faith with other parties to the payment process to conform to such requests. Changes to Velocity shall be reflected in an amendment to this Agreement as provided in Section 4.3.

5. Payment Reports. Section 5.4 is amended to strike references to PAYA and to insert in lieu thereof references to VeriCheck, and to clarify information relating to VeriCheck reports.

5.4. Payment Reports.

Service Provider shall prepare daily cumulative financial reports to ESS for all daily transactions which occur prior to the settlement time. These reports are in addition to the reporting services available to ESS through the [Reporting System Name] (or successor). These reports shall represent all transactions which occur after the previously day’s settlement time and until the current day’s settlement time. The required reports include the following.

CHARGE REPORTS

1. ACH Charge Report - Service Provider shall provide ESS with a report which documents each ACH transaction for a business day (as represented in a daily batch of transactions submitted by ESS through the USAePay API). The report shall specify the following information.
 - a. The customer account number (provided by ESS)
 - b. The Authorization Number assigned by ~~PAYA~~ VeriCheck for each item in a batch file
 - c. The Transaction Date
 - d. The Transaction Amount
 - e. The Transaction Time
 - f. The Account Type (Checking or Savings)

The report shall have a report title and a report date, the number of payments (items in the batch) and the total dollar amount for all transactions in the report

2. Debit/Credit Charge Report - Service Provider shall provide ESS with a report which documents each debit/credit transaction for a business day (as represented in a daily batch of transactions submitted by ESS through the USAePay API). The report shall specify the following information.
 - a. The customer account number (provided by ESS)
 - b. The Authorization Number assigned by First Data for each item in a batch file
 - c. The Transaction Date
 - d. The Transaction Amount
 - e. The Transaction Time
 - f. The Credit/Debit Account Type (Visa, Mastercard, Discover, AMEX)

The report shall have a report title and a report date, the number of payments (items in the batch) and the total dollar amount for all transactions in the report

3. Card Pre-Authorization Report - Service Provider shall provide ESS with a report which documents each new debit/credit pre-authorization transaction for each month.
 - a. The customer account number (provided by ESS)
 - b. The Credit/Debit Account Type (Visa, Mastercard, Discover, AMEX)
 - c. A truncated (last four digits only) Card Number
 - d. The Authorization Number (is there a different term?) assigned by First Data for each pre-authorization
 - e. The pre-authorization date
 - f. The pre-authorization time

The report shall have a report title and a report date, the number of payments (items in the batch) and the total dollar amount for all transactions in the report

4. Card Pre-Authorization Decline Report - Service Provider shall provide ESS with a report which documents each declined debit/credit pre-authorization transaction for each month.
 - a. The customer account number (provided by ESS)

- b. The Credit/Debit Account Type (Visa, Mastercard, Discover, AMEX)
- c. A truncated (last four digits only) Card Number
- d. The card expiration date
- e. The Authorization Number (is there a different term?) assigned by First Data for each pre-authorization
- f. The pre-authorization decline date
- g. The pre-authorization decline time

The report shall have a report title and a report date, the number of payments (items in the batch) and the total dollar amount for all transactions in the report

5. ACH Post-Settlement Return Report - Service Provider shall provide ESS with a report which documents each post-settlement failed ACH transaction for a business day (as represented by a USAePay failure message returned to ESS through the API.) The report shall specify the following information.
 - a. The customer account number (provided by ESS)
 - b. The Authorization Number (is there a different term?) assigned by ~~PAYA~~ VeriCheck for each failed payment item
 - c. The Transaction Amount
 - d. The Transaction Date
 - e. The Return Amount
 - f. The Return Reason
 - g. The Return Type

The report shall have a report title and a report date, the number of returns and the total dollar amount for all returned transactions in the report

6. Credit/Debit Card Expiration Data - Service Provider shall provide ESS with the means to look up customer information which includes the expiration date for each authorized customer credit/debit card. The look up method shall include the following information.
 - a. The customer account number (provided by ESS)
 - b. The Credit/Debit Account Type (Visa, Mastercard, Discover, AMEX)
 - c. A truncated (last four digits only) Card Number
 - d. The card expiration date

All reports referenced in this section shall be accessible to ESS through one of two channels.

1. A report call through USAePay API and web service, and
2. A report which may be executed and downloaded through the USAePay Console

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment to the Agreement and have caused their duly authorized representatives to execute this Amendment to the Agreement.

ESS

Service Provider

By: _____

Name: Travis Case

Title: President

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Iowa Land Records

Blueprint Proposal

March 28, 2019



Prepared by Emily Goodyk, Director of Sales
Webspec Design
5907 Meredith Drive
Urbandale, IA 50322

www.webspecdesign.com
515.334.9544

Blueprint Planning & Discovery

Before Our Meeting

We will arrange a meeting at our office to have you educate us on your brand and business model. Prior to the in-person meeting, our team will send you an initial questionnaire to be completed 1 week prior to our meeting. Internally, during that time we will prepare, research, analyze, and develop an agenda on topics that will require a deeper discussion with you.

During Our Meeting

We will ask questions of all stakeholders to help us gain a better understanding of your preferences and goals for the Iowa Land Records website launch. We will cover:

Your Website Goals & Objectives

Competitors & Differentiators

Target Audiences & Content Strategy

Website Functionality Needs & Design Preferences

User Roles & Permissions

Brand Assets & Content Needs: Visual assets, branding guidelines, photo & video

Prioritization of Needs: "Launch Critical" vs. Phase II, III etc.

Post-Launch Marketing/Promotional Plan

Key Performance Indicators – Monitoring and tracking

Timelines

Blueprint Deliverables

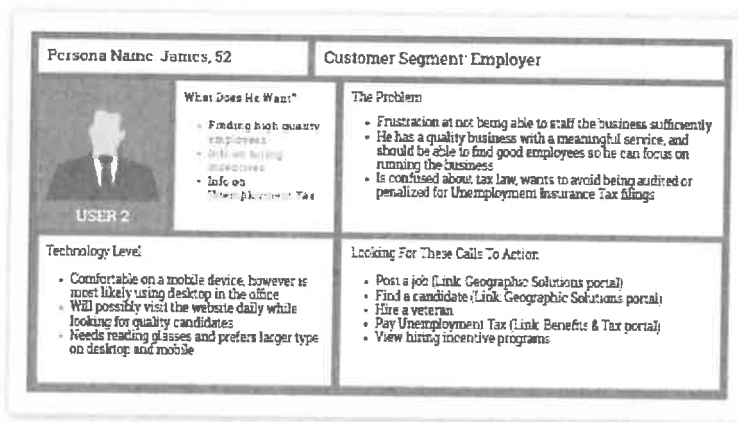
After our meeting concludes, our team will provide the following documents:

Brand Story

Brand building begins with a clear messaging. We will create a Brand Story board that will identify how you converse with customers both on and offline. It identifies the problems your product solves, creates empathy statements tailored to your audience, and establishes how they will be transformed by your product. Your Brand Story will ultimately serve as a guide for the sales copy we are creating in all marketing materials, website copy, and advertisements.

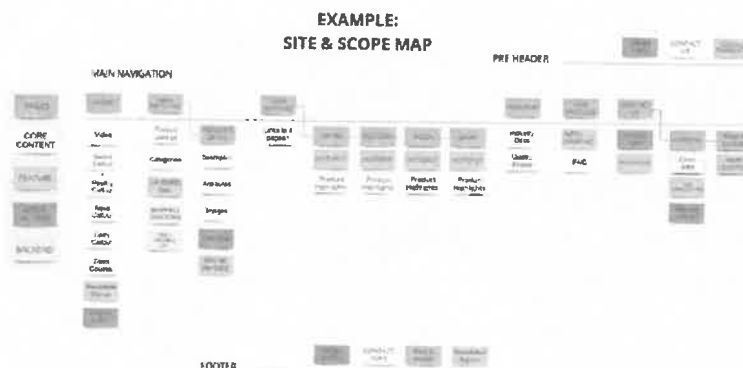
User Personas

We will build profiles for the different target audiences. They are assigned an actual name, personal traits, needs, calls to action, and internal problems that will be solved by your product.



Site & Scope Map

Our team will provide a site map for your new website outlining navigation, pages, functions, and core content. This will serve as a starting point for the website build.



Tech Stack Documentation

Our team will provide a document outlining all development & technical details including our recommendations for how your website will be structured. We will finalize an approach on a chosen platform, all 3rd party integrations, plugins, capabilities, etc. and how it relates your website goals.

Overall Project Scope & Proposed Pricing

We will provide a written scope outlining the work to be performed by our web development team along with the associated cost. We will break these out for you in itemized areas wherever possible.

Total Blueprint Phase Pricing: \$5,000

Webspec Design, LLC

Client Expectations Agreement

This Client Expectations Agreement ("Agreement") indicates the beginning of your relationship with the Webspec Design, LLC Marketing, Content and Search Engine Optimization ("SEO") teams.

Estimated Blueprint Phase Starting Date: April 2019

Client Business Name: Iowa Land Records (further referred to as CLIENT)

Initial Agreed Upon Blueprint Budget for aforementioned deliverables: \$5,000

Contract is valid for 6 months after it is signed. Budget will be subject to reevaluation after contract expires.

By signing this document you are agreeing to the following:

- I. **Scope of Work.** CLIENT understands that this is a budget-focused agreement, meaning, the CLIENT has control over the retainer budget from month to month. The work performed by Webspec Design, LLC, will be determined by the budget CLIENT sets. CLIENT may revise the monthly budget with 30 days advance notice.
- II. **Payment Terms.** CLIENT understands that payments are due as follows:
 - a. **Hourly Work.** Within 15 days of the date of the invoice.
 - b. **Monthly Retainer.** Monthly retainer payments are due in full in advance on or before the first calendar day of each month.
- III. **Failure to Pay.** CLIENT understands that if CLIENT fails to pay timely, Webspec may do any or all of the following, in addition to any other remedies:
 - a. Charge a late fee of three percent (3%) per month on the outstanding balance of any invoice more than fifteen (15) days delinquent;
 - b. Stop work until the retainer or invoice for the month for which work is to occur has been paid in full;
 - c. Demand the immediate return of any web content or intellectual property delivered to the CLIENT; and/or
 - d. Cancel this Agreement in full.
- IV. **Termination Without Cause.** Anytime this Agreement has been in place for ninety (90) days, CLIENT may terminate this Agreement without cause upon thirty (30) days advance notice to Webspec Design, LLC and payment of any outstanding balance to Webspec Design, LLC. Said notice will be effective from the first of the month of the month following the date notice is provided.
- V. **Lawyer's Corner:**
 - a. **Intellectual Property.** CLIENT understands that any content produced by the Webspec Design, LLC Content Writers or Search Engine Optimization Team becomes intellectual property of the CLIENT to be used as the CLIENT determines, and can be changed, modified, or used in marketing materials

outside of the website. Transfer of ownership of the intellectual property is dependent upon CLIENT'S payment in full of all current and prior invoices for the month in which the content was created.

- b. **Legal Compliance is Client's Responsibility.** CLIENT is solely responsible for ensuring that any site design or other services comply with any local, state, federal, or other laws, regulations, taxes or other restrictions or mandates on the CLIENT's industry, business, or web activity. Webspec Design, LLC will operate and produce content within legal parameters only as clearly communicated by CLIENT and will not undertake any independent inquiry to determine what regulations, if any, govern CLIENT's business or web operations. Additionally, CLIENT warrants that it has all rights to use any intellectual property, trademarked items, copyrighted items, art, images, text, or other content provided by CLIENT and shall indemnify and defend Webspec Design, LLC, its agents, successors, or assigns, from any breach thereof and for any damages sustained by the same arising out of CLIENT's action, inaction, or breach of this Agreement.
- c. **Not a Guarantee of Results.** CLIENT understands that SEO and web services, e.g. Google AdWords campaigns, **ARE AN ART, NOT A SCIENCE**. Webspec Design, LLC will run these campaigns to the best of its ability to achieve realistic results based on the business, digital marketing and SEO goals established by the CLIENT, within industry standards of reasonableness. CLIENT understands **WEBSPEC DESIGN, LLC DOES NOT WARRANT ANY OUTCOME OR GUARANTEE ANY PARTICULAR RESULT FOR THE SERVICES IT PROVIDES**. CLIENT acknowledges that due to factors controlled by third parties such as Google, changes in web trafficking strategies can often result in temporary drops in traffic, rankings, or site visits. Webspec Design, LLC is not liable for any drop in CLIENT website rankings during the course of service.
- d. **Entire Agreement.** This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto except any written agreements which are executed contemporaneously with this Agreement. This Agreement shall not be amended in any manner except by an instrument in writing executed by the parties.

The undersigned agree to uphold the terms and conditions listed above.

DATE SIGNED: 4/8/19

CLIENT: Iowa Land Records

BY: Phil Dunst (PRINTED NAME)

Phil Dunst (SIGNATURE)

Project Manager (TITLE), AN AUTHORIZED AGENT OF CLIENT

WEBSPEC DESIGN, LLC

BY: Emily Goodyk (PRINTED NAME)

____ (SIGNATURE)

Director of Sales (TITLE), AN AUTHORIZED AGENT OF WEBSPEC

May 8, 2019

To: Iowa County Recorders

From: Kathy Jurries, ESS Coordinating Committee Chair

Re: Fiscal Year 2020 ILR Maintenance Invoice

Enclosed you will find the invoice for your Fiscal Year 2020 Iowa Land Records maintenance assessment. The Iowa Land Records system and web site cannot function without the support of our local indexing and imaging service providers. Local service providers play an important role in providing citizens with online access to records as well as the ability to electronically submit documents for recording. The ESS Coordinating Committee and ILR staff negotiated the annual maintenance fee for these services. The following are the maintenance amounts for FY 2020, beginning July 1, 2019.

Indexing/Imaging service provider (single source) \$2,768.46

Imaging provider (separate) \$1,003.48

Combined, where applicable: \$3,771.94

The amount of the invoice is dependent upon the configuration of service providers in your county. If you are served by a single service provider which provides both indexing and imaging services, then the amount due is \$2,768.46. If you are served by two service providers (separate providers for indexing and imaging), the amount due for the imaging provider is \$1,003.48 and the combined amount is \$3,771.94.

The ESS Coordinating Committee has again allocated credits to eligible Counties based on the proportion of documents which were electronically filed in calendar year 2018. The amount of the credit for each County was approved by the ESS Coordinating Committee at our meeting on February 7, 2019. All Counties which participated in the ILR E-Submission service in calendar year 2018 will be receiving a credit. This credit amount is included in your invoice. The credit granted by the Committee for FY 2020 is equal to or greater than the credit amount granted for FY 2019.

Counties are asked to process the invoices for maintenance as soon as possible. As in past years, a County may choose to make payment for maintenance services from either the current fiscal year - 2019 or next fiscal year - 2020. Partial payments from both fiscal years will be accepted. If you are paying the full invoice from your FY 2020 budget, please remit payment in early July.

If you have comments or questions about the invoice or the cost sharing credits for E-Submission services, please let us know. Thank you for participation. We look forward to seeing you at summer school.

Project Budgets

The Project Manager reviewed the proposed BOA CY 2017 Budget, a BOA CY 2016 Budget Amendment and a Fund 255 FY 2017 Budget Amendment. Diane Swoboda Peterson made a motion to approve the BOA CY 2017 Budget, the BOA CY 2016 Budget Amendment and the Fund 255 FY 2017 Budget Amendment. Julie Haggerty seconded and the motion was approved.

Department of Revenue Security Review

The Project Manager provided an update of the Department of Revenue Security review relating to the protection of Federal Taxpayer Information. The Project Manager shared a memo that was sent to the department of revenue to summarize next steps following the security review. In addition the Project Manager explained that as a part of protecting confidential, FTI local service providers will be asked to update their systems to TLS 1.1 or above.

ESS Reserve Expenditure Authorization

The Project Manager reviewed a memo describing several proposed ILR reserve fund expenditures. Proposed reserve expenditure items included equipment acquisition, configuration and installation for the planned server and local office system updates, redaction reserve allocation for anticipated additional backfile documents, ILR developer recruitment fees, a proposed project with Cott Systems to migrate their E-Submission integration from the LCM to web services, and a project to design the transforms necessary to conform to the MISMO 3.x standard. Deb Roberts made a motion to approve of the reserve expenditure expenses as presented in the reserve expenditure memo. Julie Haggerty seconded and the motion was approved.

Contracts and Agreements

Bergan KDV

The Project Manager presented information about plans for bookkeeping and accounting services in 2017. In August, 2016 a request for information (RFI) was issued to three qualified CPA firms. Two of the firms declined to submit a response. The remaining firm, Bergan KDV, currently provides tax preparation services, and consulting services to ILR. A proposed engagement letter, incorporating the scope of work specified in the RFI, was presented to the Committee for consideration. The proposed fees in the engagement conform to the budget previously approved by the Committee. Travis Case made a motion to approve the agreement with Bergan KDV. Julie Haggerty seconded and the motion was approved.

Brick Gentry

The Project Manager provided the Committee with an engagement letter with Brick Gentry P.C. for legal representation. It was noted that the agreement is not new, but represents a technical change to clarify that their services are for the Electronic Services System. Deb Roberts made a motion to approve the engagement with Brick Gentry for legal representation through June 30, 2017. Travis Case seconded and the motion was approved.

Rafferty Group

The Committee reviewed a memo regarding ILR Government Relations services for 2017. The memo provided scenarios in which government relations services may exceed the monitoring functions provided in 2016. The Project Manager recommended an engagement with Bob Rafferty in an amount not to exceed \$20,000 for calendar year 2017. Travis Case made a motion to authorize engagement with Rafferty Group not to exceed \$20,000 with the final engagement terms subject to approval by the ICRA

Executive Board and the ESS Coordinating Committee. Julie Haggerty seconded and the motion was approved.

Enterprise Iowa

The Project Manager presented a proposed contract amendment with Enterprise Iowa. Amendments to this contract were discussed as part of the 2017 budget, and the change represent an increase in the authorized hours for project management and communications services, and the addition of a shared Administrative Assistant position. Travis Case made a motion to approve the Contract Terms and Conditions Amendment Number 2 with Enterprise Iowa. Julie Haggerty seconded and the motion was approved.

Policies and Procedures

New Document Type- Other: Monument Preservation Certificate

The differences between a corner certificate and a monument preservation certificate were discussed. Due to the difference between the document types the Project Manager presented a proposal to create a new document type in both Iowa Land Records and in local county indexing systems. The Society of Land Surveyors of Iowa has expressed support for the creation of this document type. This new document type would be made effective on January 1, 2017. Deb Roberts made a motion to approve the new Monument Preservation Certificate document type. Travis Case seconded and the motion was approved.

Decline Reason List/ Workflow Change

The Committee reviewed a memo that was provided to the Standards Subcommittee at their meeting on October 4. The memo stated that a large number of documents declined are assigned the decline type of "other", which diminishes the value of the data. The Standards Subcommittee determined that the list was too specific and should be more generic. They also recommended that the interface be changed to provide checkboxes that would allow Recorders to select any and all reasons for declining a document. There was consensus among the Committee to proceed with this enhancement.

Default 1 Parcel for Conveyance

The Committee discussed the number of parcels field for conveyance documents. Currently the default value in this field is 0. The Standards Subcommittee recommended that adjustments be made so that 1 parcel is default for this field, when active. There was consensus among the Committee to proceed with this enhancement.

Change County Interface

The Project Manager explained an enhancement to the E-Submission user interface that was recommended by the Standards Subcommittee. This enhancement would allow the E-Submission customer to change the county to which they submitted the document after the document is declined. There was consensus among the Committee to proceed with this enhancement.

PRIA Policy Update

The Project Manager provided the Committee with an update of ICRA involvement in the PRIA Predictable Fees working group. He provided the Committee with a memo to explain to PRIA Board members the Iowa County Recorders Association's stance on Predicable or flat fees. Diane Swoboda Peterson, a PRIA Board Member and ESS Committee member expressed that as a member of the PRIA Board she would represent the stance of the Recorders Association. The Committee unanimously

approved of the memo that was presented. Iowa Land Records will proceed with distributing the memo to the PRIA Board.

Additional Transactions – Next Steps

The Project Manager reported that options are continuing to be explored on the topic of additional transactions.

Surveys & Plats/ Index Legends

ILR continues to work with surveyors, and to work on completing development work for the E-Submission of surveys and plats. The Project Manager presented an index legend format sample to provide as examples to surveyors. A new FAQ document will be provided to surveyors soon to provide them with additional guidance. Discussions with SLSI will continue as development work progresses.

2017 Meeting Calendar

Attendees were provided with a draft 2017 ESS Meeting Calendar. Committee members were asked to review and provide ILR with any feedback concerning known conflicts.

The meeting was adjourned at 1:42 PM

The next meeting is tentatively scheduled for February 14, 2017.

ESS/ILR System Updat. and Reconfiguration - Planned Reserve Expenses

| BOA Reserve Expenses | | Date | Amount | Notes | Category |
|------------------------------------------|--|-----------------|--------------|-----------------------------------------------------------------------------------|----------------------------|
| Data Center Equipment Replacement | | December, 2016 | \$54,113.22 | Aureon Invoice 126849 | Equipment |
| Cott Software Development | | January, 2017 | \$9,440.00 | Cott Invoice 114067 | Software Development |
| MacBook Pros and Monitors (2-Developers) | | Feb-April, 2017 | \$6,737.96 | Apple | Equipment |
| P3 Recruitment Services | | February, 2017 | \$17,500.00 | P3 | Recruitment |
| PRIZM License | | March, 2017 | \$7,400.00 | Accusoft | Software License |
| Axient Back Up Device | | April, 2017 | \$2,756.00 | EI/All Covered | Equipment |
| Back up Device and LAN Install Part 1 | | April, 2017 | \$6,730.10 | EI/All Covered | Equipment/Install |
| Ranstad Recruitment Services | | April, 2017 | \$18,500.00 | Ranstad | Recruitment |
| Reconfigured Office Units (Developers) | | April, 2017 | \$7,726.21 | EI/Beirman | Office Equipment |
| Office Server, Firewall, Switches, Rack | | June, 2017 | \$20,492.26 | EI/All Covered | Equipment |
| Apple Adapter | | June, 2017 | \$10.59 | Apple | Equipment |
| Data Center Installation | | June, 2017 | \$21,595.99 | Aureon Invoice 158199 | Installation |
| Office Installation (cabling) | | June, 2017 | \$371.87 | EI/All Covered | Equipment |
| Malware Licensing (3yr) | | June, 2017 | \$10,929.86 | Aureon Invoice 158141 | Software License |
| LAN Install Part 2 (final) | | August, 2017 | \$5,445.50 | EI/All Covered | Installation |
| Office Door Install | | August, 2017 | \$6,018.00 | EI/Hubbell | Office Equipment |
| MISMO Project | | August, 2017 | \$787.50 | Magnolia Invoice 0717CLRIS01 | MISMO Transforms |
| MISMO Project - Phase 1 | | September, 2017 | \$2,775.00 | Magnolia Invoice 0817CLRIS01 | MISMO Transforms |
| MISMO Project - Phase 1 | | November, 2017 | \$1,312.50 | Magnolia Invoice 1017CLRIS01 | MISMO Transforms |
| Cott Development Part 2 | | November, 2017 | \$9,440.00 | Complete Web Services - #118889 | Software Development |
| Aureon Configuration Consulting | | October, 2017 | \$2,683.75 | Aureon Invoice #176802 | Installation/Configuration |
| Aureon Configuration Consulting | | October, 2017 | \$3,605.10 | Aureon Invoice #176797 | Installation/Configuration |
| MISMO Project - Phase 1 | | October, 2017 | \$1,162.50 | Magnolia Invoice 0917CLRIS01 | MISMO Transforms |
| All Covered | | November, 2017 | \$1,438.00 | Onboarding (Final) Invoice 1253 | Installation/Configuration |
| Aureon VM Ware | | May, 2017 | \$1,748.00 | Aureon Invoice 153481 | Software License |
| JetBrains | | March, 2017 | \$2,596.00 | Developer Software - Credit Card 3.3.17 | Software License |
| Contingency - DigiCert | | December, 2017 | \$10,000.00 | Certificates - DigiCert Inv. 3183 | Software License |
| DigiCert - Public | | December, 2017 | \$800.00 | Certificates - DigiCert Inv. 3183 | Software License |
| Total Reserve Expenditures To Date | | | \$234,115.91 | | |
| Anticipated Additional Reserve Expenses | | | | | |
| MISMO Project - Phase 2 | | Not Complete | \$1,000.00 | Any additional work remaining will be included in the May, 2018 budget amendments | MISMO Transforms |
| Aureon | | Pending | \$1,091.65 | | Installation/Configuration |
| Subtotal | | | \$2,091.65 | | |
| Grand Total | | | \$236,207.56 | | |
| Total Authorization - August, 2017 | | | \$236,207.56 | | |
| Balance Remaining | | | \$0.00 | | |

Amendment to Chapter 1
ESS Policies and Procedures
Reserve Fund Policy

Section 1.7(6) of the Electronic Services System Policies and Procedures is amended to update policies relating to reserve funds managed through Fund 255 in the Office of the State Treasurer, and the Bank of America Treasury Management accounts.

1. Section 1.7(6) of the ESS Policies and Procedures is amended by striking the section and inserting in lieu thereof the following.

ESS – 1.7 Financial Procedures.

(Iowa Code Section 331.604, Subsection 3(a))

1.7(6) Allocation and Expenditure of Reserve Funds. The following reserve funds are established.

- a. Fund 255 - Software Development and Equipment Maintenance Reserve. The purpose of the reserve is to provide resources for necessary equipment replacement or maintenance and for the development of software to improve or maintain services provided through the Electronic Services System
- b. Fund 255 - Redaction Reserve. The purpose of the reserve is to provide resources for the redaction of personally identifiable information which may be included in images of Back File documents as defined in Section 4.1
- c. Fund 255 – Restricted Operating Reserve. The purpose of the reserve is to provide resources which may be necessary to sustain the operation of the Electronic Services System due to an unforeseen event or emergency
- d. Fund 255 – Unrestricted Operating Reserve. The purpose of the reserve is to provide resources for planned operating expenses when income varies from budget projections
- e. Treasury Management Reserve. The purpose of the reserve is to provide resources for authorized software development, technical assistance, equipment replacement or maintenance, and human resource management activities

Any reserve funds shall be reviewed at least annually by the ESS Coordinating Committee and the ESS Finance Subcommittee. The expenditure of reserve funds shall be subject to the approval of the ICRA Executive Board, or the ESS Coordinating Committee if such authority is delegated to it. As needed the reserve funds may be adjusted or rebalanced by the ICRA Executive Board, or the ESS Coordinating Committee if such authority is delegated to it.

Background. This policy has not been updated since it was originally adopted in 2011. Since then, the ESS Coordinating Committee, ESS Finance Subcommittee and the ICRA Executive Board has taken action to use Fund 255 Reserve Funds for back file redaction and equipment replacement expenses. In 2016 the Committees authorized the creation of the Treasury Management Reserve, and subsequently authorized the allocation and expenditure of resources from this reserve.

A review of the Policies and Procedures indicates that this section should be updated to reflect current practice. For reference, the current policy, which is limited to Fund 255, is shown below.

Until 2016, meeting summaries of previous actions of the Committees do not appear to include specific language concerning the reserves. Action relating to the reserves in prior years were authorized as a part of the annual budgets and interim amendments.

1.7(6) Allocation and Expenditure of Reserve Funds. Any reserve funds managed through the Office of the State Treasurer shall be reviewed at least annually by the ESS Coordinating Committee. The expenditure of reserve funds shall be subject to the approval of the ICRA Executive Board, or the ESS Coordinating Committee if such authority is delegated to it. As needed the reserve funds may be adjusted or rebalanced by the ICRA Executive Board, or the ESS Coordinating Committee if such authority is delegated to it.

Approval of the updated Reserve Fund Policy is requested.



IN-STATE SUMMARY OF TRAVEL REIMBURSEMENT GUIDELINES

SUBMISSION OF TRAVEL PAYMENT (TP) DOCUMENTS - All TPs must state the actual expense incurred by the claimant, and shall not include expenses paid by other individuals, or for the purchase of miscellaneous items which are not needed in the performance of official duties. TPs must be submitted within 30 days of completion of travel.

IN-STATE MEAL REIMBURSEMENT RATES - These amounts include tax and tip, up to 15%. Receipts are required for travel except when exempt by contract. Procedures 210.102 and 210.205

| | | |
|-----------|---------|-----------------------|
| Breakfast | \$5.00 | Depart before 6:00 am |
| Lunch | \$8.00 | |
| Dinner | \$15.00 | Return after 7:00 pm |
| Total | \$28.00 | |

TAXABLE MEALS - "Travel Status" is defined by the IRS as having lodging either the day of the meal reimbursement or the night previous to the meal reimbursement. Meals with no overnight lodging are taxable to the employee. Procedure 210.109

LODGING - Employees will be reimbursed for lodging up to \$65.00 per night, plus applicable taxes. Request the government rate. Itemized receipts with method of payment shown are required. Procedure 210.205

MILEAGE - The standard mileage rate is 0.39¢ per mile when using a personal vehicle for state business, when authorized by their department. Use of state vehicles is encouraged. The most direct route must always be used. Procedure 210.130

REGISTRATION FEES - Registration fees may be paid by the individual or direct billed with approval of the Department Head or Designee. A paid receipt must be furnished for reimbursement. If no receipt is available, a printed copy of the registration form or electronic registration acknowledgement that is matched with a copy of the canceled check (front and back) or credit card receipt with appropriate information on the credit card statement will be accepted. A copy of the registration form and the agenda including information about any meal provided must be attached. Procedure 210.220

OTHER - The employee is responsible for the cancelation of all reservations and registrations. If canceling for personal reasons, the employee must pay any fees. If canceling due to a serious illness or death in the immediate family, the department head must approve and a doctor's note may be required. Procedure 210.120

USE OF STATE VEHICLE - Fuel purchases (not a state credit card) and all repairs must be approved by DAS-CPFSE for reimbursement. Tire repairs, car washes, vehicle fluids, oil, washer solvent, fuel additives and key duplications over \$100 per occurrence must also be approved by CPFSE for reimbursement. Procedure 210.131

MISCELLANEOUS EXPENSES - Actual receipts must be attached to the travel payment to receive reimbursement for other miscellaneous expenses. Only certain miscellaneous expenses are allowable. Laundry expense is reimbursable if the employee is out for more than 5 days. Procedure 210.140

MODE OF TRANSPORTATION - Always check with DAS-CPFSE for the rental of vans, buses, boats, or aircraft. A cost comparison and justification must be included. Procedure 210.200

This is a summary of general In-State Travel Reimbursement Guidelines. Your department may have specific procedures in place to implement these travel rules. If you have questions or need more specific details, see your department's accounting staff.

If you need assistance, email Trina Brietske, DAS-SAE Daily Processing, or call (515) 281-4497.

Updated January 2019



OUT-OF-STATE SUMMARY OF TRAVEL REIMBURSEMENT GUIDELINES

SUBMISSION OF TRAVEL PAYMENT (TP) DOCUMENTS - All TPs must state the actual expense incurred by the individual, and shall not include expenses paid by other individuals or for the purchase of miscellaneous items which are not needed in the performance of official duties. TPs must be submitted within 30 days of the completion of travel.

TRAVEL DEPARTMENT AUTHORIZATION (TDA) - All out-of-state travel must be approved by the Department Head through the Online Travel Authorization (OTA) process.

TICKETS FOR TRANSPORTATION - Departments may establish internal policies directing individuals how and where to purchase tickets. A copy of the itinerary/invoice from the mode of transportation must be attached to the TP for reimbursement. Procedures 210.310 and 210.325

REGISTRATION FEES - All out-of-state registration fees must be paid by the individual or paid on a Travel Card. An actual registration receipt must be attached to the TP with the registration form and agenda. Procedure 210.320

LODGING - An actual receipt, which includes lodging facility name, address, rate, taxes, etc., is required to receive reimbursement for lodging. Credit card receipts are not acceptable. When seeking overnight lodging, request the state, conference, government, or commercial rate, as many facilities offer discount rates which an individual should obtain. Procedure 210.305

MEAL RECEIPTS - Meal receipts are required for travel, unless otherwise governed under a collective bargaining agreement (SPOC). Procedures 210.103 and 210.305

MEAL RATES – For current information of City Levels, click here: [Out-of-State City Levels](#)

| | Level 1 | Level 2 | Level 3 | Level 4 |
|--------------|----------------|----------------|----------------|----------------|
| Breakfast | \$8.00 | \$8.00 | \$10.00 | \$12.00 |
| Lunch | \$10.00 | \$11.00 | \$12.00 | \$15.00 |
| Dinner | <u>\$19.00</u> | <u>\$25.00</u> | <u>\$29.00</u> | <u>\$38.00</u> |
| TOTAL | \$37.00 | \$44.00 | \$51.00 | \$65.00 |

City levels are determined by the county in which they are located. Use of a [City & County Search](#) is helpful in determining the county a city is located in. Questions concerning city levels may be directed to DAS-SAE Daily Processing. Procedure 210.306

TAXI, PARKING, ETC - To receive reimbursement for taxi, parking, shuttle, etc., actual receipts are required. Procedure 210.135

RENTAL OR CHARTER OF SPECIAL CONVEYANCES - The rental or charter of aircrafts, automobiles, buses, etc., shall be held to a minimum. Specific justification and cost comparison must accompany the TP when these modes of transportation are utilized. Procedure 210.300

MISCELLANEOUS EXPENSES - Actual receipts must be attached to the TP to receive reimbursement for other miscellaneous expenses. Only certain miscellaneous expenses are allowable. Business related phone calls are allowable and an explanation of who was called must be included on the receipt. Procedure 210.140

BENEFITS DERIVED FROM TRAVEL - Any benefits derived from travel paid for by the State of Iowa belongs to the State and may not be used for personal use by the individual. These benefits include such items as cash payments, free tickets from accumulated frequent-flyer miles or free/reduced lodging. Procedure 210.110

This is a general summary of Out-of-State Travel Reimbursement Guidelines. Your department may have specific procedures in place to implement with these travel rules. If you have questions or need specific details, see your department's accounting staff.

If you need assistance, email [Trina Brietske](#), DAS-SAE Daily Processing, or call (515) 281-4497.

Updated January 21, 2019

Amendment to Chapter 1
ESS Policies and Procedures
Expense Reimbursement Policy

Section 1.6(10) of the Electronic Services System Policies and Procedures is amended to clarify and update policies relating to the reimbursement of expenses associated with ESS meetings and activities.

1. 1.6(10) of the ESS Policies and Procedures is amended to read as follows.

1.6(10) Compensation of Members. The members of the ESS Coordinating Committee shall not receive compensation. However, ESS Coordinating Committee members, County Recorders or Deputy Recorders, or ICRA/ESS ~~CLRIS~~ staff may be reimbursed for travel expenses subject to the following parameters.

- a. ESS Coordinating Committee members or ICRA/ESS ~~CLRIS~~ staff for participation in face-to-face meetings of the Committee.
- b. ~~A~~ The representative of the ESS Finance Subcommittee designated by the ICRA Executive Board for participation in face-to-face meetings of the ESS Coordinating Committee.
- c. ESS Subcommittee Members or ICRA/ESS ~~CLRIS~~ staff for participation in face-to-face meetings of the Subcommittee, subject to the prior approval of the ESS Coordinating Committee Chair.
- d. County Recorders, Deputy Recorders, or ICRA/ESS ~~CLRIS~~ staff who participate in scheduled meetings with legislators, legislative staff, and state administrative agencies, subject to the prior approval of the ESS Coordinating Committee Chair.
- e. ESS Coordinating Committee members, County Recorders, Deputy Recorders, or ICRA/ESS ~~CLRIS~~ staff who participate in and assist with trade shows on behalf of ESS ~~and CLRIS~~, subject to the prior approval of the ESS Coordinating Committee Chair.
- f. ESS Coordinating Committee members, County Recorders, Deputy Recorders, or ICRA/ESS ~~CLRIS~~ staff for participation in other special meetings or events subject to the approval of the ESS Coordinating Committee.

Reimbursement rates for ESS Coordinating Committee members, County Recorders, Deputy Recorders or ICRA/~~CLRIS~~ staff shall be based on the current State of Iowa Summary of Travel Reimbursement Guidelines. See:
<https://das.iowa.gov/state-accounting/travel-relocation>.

Persons requesting reimbursement must disclose to ESS other purposes of the travel and whether reimbursement for the travel may be available from other

sources. Reimbursement may be limited in the discretion the Chair or the ESS Coordinating Committee, as the case may be, when reimbursement is available from other sources regardless of the actual amount of reimbursement. The Chair or ESS Coordinating Committee shall consider the primary purpose of the travel and cooperate with other sources to provide appropriate allocation of reimbursement.

In all cases reimbursement for lodging expenses is subject to the prior approval of the Chair of the ESS Coordinating Committee.

Question for consideration. What to Committee members think about the prior approval portions of the policy?

DRAFT

Amendments to Chapter 1
ESS Policies and Procedures
Software Asset Determination

Section 1.5 of the Electronic Services System Policies and Procedures is amended by creating a new policy concerning the method of determining the value of software assets as they are developed.

1. Chapter 1 of the ESS Policies and Procedures is amended by inserting the following new section.

ESS – 1.13 Software Asset Determination.

(Iowa Code Section 331.604, Subsection 3)

The purpose of this policy is to establish a method for valuing the software developed by the Electronic Services System and to account for the value of the software as an asset in the ESS financial reporting system. The asset is to be included in the ESS balance sheet and would be subject to depreciation. Software developed by ESS is not sold or licensed as a commercial product, and it has no market value in the traditional sense. The valuation method is to be primarily based on the value of the human resources dedicated to the creation of the software.

1.13(1) The value of ESS software is to be calculated based on the human resources expenditures associated with members of the ESS software development team and other personnel engaged in support activities associated with the development of the software including testing and initial implementation. The following methodology shall be used to calculate the value of the software.

- a. The ESS Project Manager shall define the software assets to be developed, and the software development activities which contribute to the creation of the software asset. The ESS Project Manager shall also determine and document the points in time when development of the asset begins and when development is complete. Activities such as preliminary planning and post-production implementation shall not be included in the software development activities used to calculate the value of the asset.
- b. ESS personnel, and any external software development professionals engaged to assist with ESS software development, shall track and report time dedicated software development activities which may include planning, development, testing and initial implementation of the software.
- c. An hourly cost shall be determined for ESS personnel and any external software development professionals engaged to assist with ESS software development. For ESS personnel, the hourly cost shall include wages or salaries including all associated payroll taxes paid by the employer, plus

the cost of benefits and any human resources administrative fees. For external software development professionals, the hourly cost shall be the hourly rate charged by the vendor or independent contractor.

- d. For each member of the software development team and other designated personnel, the product of the hours allocated to the software development activities determined in subsection b., times the hourly costs determined shall be calculated.
- e. The sum of the values determined in subsection d shall represent the value of the asset.
- f. The value of the software assets shall be determined annually by calendar year.

DRAFT

Senate File 475 - Enrolled

Senate File 475

AN ACT

PROVIDING FOR NOTARIAL ACTS, INCLUDING BY PROVIDING FOR THE
USE OF ELECTRONIC MEDIA, PROVIDING PENALTIES, AND INCLUDING
EFFECTIVE DATE PROVISIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 9B.1, Code 2019, is amended to read as
follows:

9B.1 Short title.

This chapter may be cited as the "*Revised Uniform Law on
Notarial Acts*" Acts (2018)".

Sec. 2. Section 9B.2, subsection 10, paragraph b, Code 2019,
is amended to read as follows:

b. ~~"Personal"~~ Except as provided in section 9B.14A, "personal
appearance" does not include appearances which require video,
optical, or technology with similar capabilities.

Sec. 3. Section 9B.2, Code 2019, is amended by adding the
following new subsections:

NEW SUBSECTION. 4A. *"Instrument affecting real property"* means a written instrument conveying or encumbering real property including an instrument affecting real estate as defined in section 558.1 or any similar instrument provided in chapter 558.

NEW SUBSECTION. 11A. *"Remote facilitator"* means a person who participates in performing a notarial act under section 9B.14A, by doing any of the following:

a. Providing communication technology used by a public notary or remotely located individual.

b. Creating, transmitting, or retaining audio-visual recordings on behalf of a notary public.

Sec. 4. Section 9B.4, Code 2019, is amended by adding the following new subsection:

NEW SUBSECTION. 2A. A notarial officer may certify that a tangible copy of an electronic record is an accurate copy of the electronic record as provided in section 9B.14A.

Sec. 5. Section 9B.6, Code 2019, is amended to read as follows:

9B.6 Personal appearance required.

1. If a notarial act relates to a statement made in or a signature executed on a record, the individual making the statement or executing the signature shall appear personally before the notarial officer.

2. This section is satisfied by a remotely located individual using communication technology to appear before a notary public as provided in section 9B.14A.

Sec. 6. NEW SECTION. 9B.14A Notarial act performed for remotely located individual.

1. As used in this section unless the context otherwise requires:

a. *"Communication technology"* means an electronic device or process that does all of the following:

(1) Allows a notary public and a remotely located individual to communicate with each other simultaneously by sight and sound.

(2) When necessary and consistent with other applicable law, facilitates communication with a remotely located individual who has a vision, hearing, or speech impairment.

b. "Foreign state" means a jurisdiction other than the United States, a state, or a federally recognized Indian tribe.

c. "Identity proofing" means a process or service by which a third person provides a notary public with a means to verify the identity of a remotely located individual by a review of personal information from public or private data sources.

d. "Outside the United States" means a location outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory, insular possession, or other location subject to the jurisdiction of the United States.

e. "Remotely located individual" means an individual who is not in the physical presence of the notary public who performs a notarial act under subsection 3.

2. A remotely located individual may comply with section 9B.6 by using communication technology to appear before a notary public.

3. A notary public located in this state may perform a notarial act using communication technology for a remotely located individual if all of the following applies:

a. The notary public has any of the following:

(1) Personal knowledge under section 9B.7, subsection 1, of the identity of the individual.

(2) Satisfactory evidence of the identity of the remotely located individual by oath or affirmation from a credible witness appearing before the notary public under section 9B.7, subsection 2, or this section.

(3) Obtained satisfactory evidence of the identity of the remotely located individual by using at least two different types of identity proofing.

b. The notary public is able reasonably to confirm that a record before the notary public is the same record in which the remotely located individual made a statement or on which the individual executed a signature.

c. The notary public, or a person acting on behalf of the notary public, creates an audio-visual recording of the performance of the notarial act.

d. For a remotely located individual located outside the United States, all of the following applies:

- (1) The record complies with any of the following:
 - (a) Is to be filed with or relates to a matter before a public official or court, governmental entity, or other entity subject to the jurisdiction of the United States.
 - (b) Involves property located in the territorial jurisdiction of the United States or involves a transaction substantially connected with the United States.
- (2) The act of making the statement or signing the record is not prohibited by the foreign state in which the remotely located individual is located.

4. If a notarial act is performed under this section, the certificate of notarial act required by section 9B.15 and the short-form certificate provided in section 9B.16 must indicate that the notarial act was performed using communication technology.

5. A short-form certificate provided in section 9B.16 for a notarial act subject to this section is sufficient if any of the following applies:

- a. It complies with rules adopted under subsection 8, paragraph "a".
- b. It is in the form provided in section 9B.16 and contains a statement substantially as follows: "This notarial act involved the use of communication technology".

6. A notary public, a guardian, conservator, or agent of a notary public, or a personal representative of a deceased notary public shall retain the audio-visual recording created under subsection 3, paragraph "c", or cause the recording to be retained by a repository designated by or on behalf of the person required to retain the recording. Unless a different period is required by rule adopted under subsection 8, paragraph "d", the recording must be retained for a period of at least ten years after the recording is made.

7. Before a notary public performs the notary public's initial notarial act under this section, the notary public must notify the secretary of state that the notary public will be performing notarial acts with respect to remotely located individuals and identify the technologies the notary public intends to use. If the secretary of state has established standards under subsection 8 and section 9B.27 for approval

of communication technology or identity proofing, the communication technology and identity proofing must conform to the standards.

8. In addition to adopting rules under section 9B.27, the secretary of state may adopt rules under this section regarding performance of a notarial act. The rules may do all of the following:

a. Prescribe the means and process, including training requirements, of performing a notarial act involving a remotely located individual using communication technology.

b. Establish standards for communication technology and identity proofing.

c. Establish requirements or procedures to approve providers of communication technology and the process of identity proofing.

d. Establish standards and a period for the retention of an audio-visual recording created under subsection 3, paragraph "c".

9. Before adopting, amending, or repealing a rule governing performance of a notarial act with respect to a remotely located individual, the secretary of state must consider all of the following:

a. The most recent standards regarding the performance of a notarial act with respect to a remotely located individual promulgated by national standard-setting organizations and the recommendations of the national association of secretaries of state.

b. Standards, practices, and customs of other jurisdictions that have laws substantially similar to this section.

c. The views of governmental officials and entities and other interested persons.

10. By allowing its communication technology or identity proofing to facilitate a notarial act for a remotely located individual or by providing storage of the audio-visual recording created under subsection 3, paragraph "c", the provider of the communication technology, identity proofing, or storage appoints the secretary of state as the provider's agent for service of process in any civil action in this state related to the notarial act.

10A. A document purporting to convey or encumber real property that has been recorded by the county recorder for the jurisdiction in which the real property is located, although the document may not have been certified according to this section, shall give the same notice to third persons and be effective from the time of recording as if the document had been certified according to this section.

10B. A notary public who performs a notarial act under this section must be duly commissioned under and remain subject to the requirements of section 9B.21 and all other applicable requirements of this chapter.

Sec. 7. NEW SECTION. 9B.14B Remote facilitator.

To be eligible to directly facilitate a notarial act using communication technology for a remotely located individual as provided in section 9B.14A, a remote facilitator must designate and continuously maintain in this state one of the following:

1. Its usual place of business in this state.
2. A registered office, which need not be a place of its activity in this state, or a registered agent for service of process, as required by the secretary of state. In addition, the remote facilitator shall file a foreign entity authority statement with the secretary of state. The statement shall describe the current street and mailing address of the registered office or the name and current street and mailing address of the remote facilitator's registered agent.

Sec. 8. NEW SECTION. 9B.14C Use of information.

1. *a.* As used in this section, unless the context otherwise requires, "*personally identifiable information*" means information about or pertaining to an individual in a record which identifies the individual, and includes information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information.

b. "*Personally identifiable information*" includes but is not limited to a person's photograph, social security number, driver's license number, name, address, and telephone number.

2. A notary public or a remote facilitator shall not sell, offer for sale, use, or transfer to another person personally identifiable information collected in the course of performing a notarial act for any purpose other than as follows:

a. As required to perform the notarial act.

b. As necessary to effect, administer, enforce, service, or process the transaction for which the personally identifiable information was provided.

3. Subsection 2 does not apply to the transfer of personally identifiable information to another person in any of the following circumstances:

a. Upon written consent of the person for the use or release of that person's personally identifiable information.

b. In response to a court order, subpoena, or other legal process compelling disclosure.

c. As part of a change in the form of a business entity's organization or a change in the control of a business entity, including as a result of an acquisition, merger, or consolidation. However, any reorganized or successor business entity shall comply with the same requirements as provided in subsection 2.

4. A person who violates this section is guilty of a simple misdemeanor.

Sec. 9. Section 9B.20, Code 2019, is amended by adding the following new subsection:

NEW SUBSECTION. 2A. The office of the recorder of a county in which real estate is located may accept for recording a tangible copy of an electronic record of an instrument affecting real property, if the electronic record is evidenced by a certificate of a notarial act pursuant to section 9B.15.

Sec. 10. RULEMAKING. The secretary of state shall prepare a notice of intended action for the adoption of rules necessary to administer this Act as provided in section 9B.27. The notice of intended action shall be submitted to the administrative rules coordinator and the administrative code editor as soon as possible after July 1, 2020. However, nothing in this section authorizes the secretary of state to adopt rules under section 17A.4, subsection 3, or section 17A.5, subsection 2, paragraph "b".

Sec. 11. EFFECTIVE DATE.

1. Except as provided in subsection 2, this Act takes effect July 1, 2020.

2. The section of this Act requiring the secretary of state to prepare a notice of intended action for the adoption of rules necessary to administer this Act shall take effect upon enactment.

CHARLES SCHNEIDER
President of the Senate

LINDA UPMAYER
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 475, Eighty-eighth General Assembly.

W. CHARLES SMITHSON
Secretary of the Senate

Approved _____, 2019

KIM REYNOLDS
Governor

Amendment to Chapter 3
ESS Policies and Procedures
Requirements For Groundwater Hazard Statements

Chapter 3 of the Electronic Services System Policies and Procedures is amended inserting a new section to specify the requirements for Groundwater Hazard Statements when submitted for recording.

1. Chapter 3 of the ESS Policies and Procedures is amended to insert the following new section:

ESS – 3.15 Groundwater Hazard Statements.

(Iowa Code Section 331.604, Subsection 3, and Section 558.69)

3.15 Recording Groundwater Hazard Statements. Section 558.69 requires that for each declaration of value document submitted to a County Recorder a groundwater hazard statement be prepared. A preparer is further required to submit to the County Recorder for recording the groundwater hazard statement in conjunction with the submission of the declaration of value if one or more of the following conditions exists.

- a. A known private burial site
- b. A known well
- c. A known disposal site for solid waste
- d. A known underground storage tank
- e. Known hazardous Waste
- f. A known private sewage disposal system

In order to provide for the consistent application of the mandate to record a groundwater hazard statement when one of the specified conditions exists, the following recording requirements are established.

3.15(1) Disposition of Groundwater Hazard Statements – No Disclosure. If a prepared groundwater hazard statement indicates that none of the conditions as specified in Chapter 558.69 of the Iowa Code and this Section are present, then the preparer shall so note on the first page of the deed, instrument, or writing for which a declaration of value is required under Chapter 428A of the Iowa Code. Such notation shall be phrased in the following manner: “No Known GWH Disclosure”.

If there is no disclosure of a condition referenced in this section, then a preparer is not required to submit a groundwater hazard statement for recording to accompany a deed, instrument, or other writing.

If a groundwater hazard statement is submitted to accompany a deed, instrument, or writing, and the groundwater hazard statement does not disclose a condition referenced in this section, it shall be recorded. A County should not reject a document or group of documents when a ground water hazard statement does not disclose a condition referenced in this section.

3.15(2) Disposition of Groundwater Hazard Statements –Disclosure. If a prepared groundwater hazard statement indicates that one of the conditions as specified in Chapter 558.69 of the Iowa Code and this Section is present, then the preparer shall so note on the first page of the deed, instrument, or writing for which a declaration of value is required under Chapter 428A of the Iowa Code. Such notation shall be phrased in the following manner: “GWH Condition Disclosed”.

If a groundwater hazard statement is submitted to accompany a deed, instrument, or writing, and the groundwater hazard statement discloses a condition referenced in this section, it shall be recorded.

3.15(3) No Groundwater Hazard Statement Recording Fee. As provided in Section 558.69, subsection 9, there shall be no fee charged for the recording of a groundwater hazard statement.

3.15(4) Groundwater Hazard Statement Attachments. Attachments to groundwater hazard statements which disclose a condition referenced in this section shall be limited to the forms approved by the Iowa Department of Natural Resources including the following forms.

- a. Notice of Waste Disposal Site
- b. Time of Transfer Inspection Report (DNR Form 542-0191)
- c. Time of Transfer Inspection Worksheet which may include a one-page letter-sized sketch
- d. Time of Transfer Inspection Agreement – Binding Agreement for Future Inspection (DNR Form 542-0062)
- e. Time of Transfer Inspection Waiver for Building Demolition (DNR Form 542-0063)
- f. Time of Transfer Inspection Waiver – Binding Agreement for Future Installation (DNR Form 542-0064)

Any attachments shall be submitted as one-sided, letter-sized documents with a portrait orientation.

The “Instructions For Completing Groundwater Hazard Statement” and the “Time of Transfer Septic Inspection Exemptions”, as published by the Iowa Department of Natural Resources, shall not be included as an attachment to the groundwater hazard statement. Other materials not referenced in this subsection shall not be included as an attachment to the groundwater hazard statement.

3.15(5) Legal or Location Description Information. Information about the legal description or the location description of a property shall be provided in an abbreviated format on the first page of the groundwater hazard statement as noted on the form published by the DNR. For platted land, the information shall specify only the associated lot, block, unit, subdivision and town name. For unplatted land, the information shall specify only the section, township, range and county name. A full legal description, including information such as the metes and bounds of a property, is not required on the ground water hazard statement, and an attachment with a full legal description is not required.

Notwithstanding Section 3.15(4), when necessary, a one-page, letter-sized attachment with legal or location description information is allowed.

2. Chapter 5 of the ESS Policies and Procedures is amended to insert the following new section:

ESS – 5.8 Groundwater Hazard Statements.

(Iowa Code Section 331.604)

5.8 Groundwater Hazard Statement – Electronic Document. When a groundwater hazard statement is submitted as an Electronic Document through the ILR E-Submission Service, it shall conform to the formatting requirements as specified in sections 3.15 and 5.4 of the Policies and Procedures. A groundwater hazard statement submitted as an Electronic Document through the ILR E-Submission Service shall not be subject to the Electronic Recording Fee as provided in section 1.5(2) of the policies and procedures.

5.8(1) Groundwater Hazard Statement Exemption. If a Submitter is not required to submit a groundwater hazard statement, because one of the conditions as specified in Chapter 558.69 of the Iowa Code and section 3.15 is not present, then the submitter shall specify the appropriate exemption in the applicable ILR E-Submission Service interface. The exemption selected should correspond with the circumstance when no disclosure is required, i.e., there is “No Known GWH Disclosure”.

1 provided for in the appropriation. However, the department
2 shall not reallocate moneys appropriated to the department
3 in this section and moneys appropriated in 2019 Iowa Acts,
4 Senate File 615, section 15, if enacted, unless notice of the
5 reallocation is given to the legislative services agency and
6 the department of management prior to the effective date of the
7 reallocation. The notice shall include information regarding
8 the rationale for reallocating the moneys. The department
9 shall not reallocate moneys appropriated in this section and
10 moneys appropriated in 2019 Iowa Acts, Senate File 615, section
11 15, if enacted, for the purpose of eliminating any program.

12 DIVISION III

13 MISCELLANEOUS PROVISIONS

14 Sec. 6. Section 2C.18, Code 2019, is amended to read as
15 follows:

16 **2C.18 Report to general assembly.**

17 The ombudsman shall by ~~April 1~~ December 31 of each year
18 submit an economically designed and reproduced report to the
19 general assembly and to the governor concerning the exercise of
20 the ombudsman's functions during the preceding ~~calendar~~ fiscal
21 year. In discussing matters with which the ombudsman has been
22 concerned, the ombudsman shall not identify specific persons
23 if to do so would cause needless hardship. If the annual
24 report criticizes a named agency or official, it shall also
25 include unedited replies made by the agency or official to the
26 criticism, unless excused by the agency or official affected.

27 Sec. 7. Section 558.69, Code 2019, is amended by adding the
28 following new subsection:

29 NEW SUBSECTION. 9. Notwithstanding section 331.604 or any
30 other provision of law to the contrary, the county recorder
31 shall not charge or collect a fee for the submission or filing
32 of a groundwater hazard statement.

33 DIVISION IV

34 CORRECTIVE PROVISIONS

35 Sec. 8. Section 29C.20C, if enacted by 2019 Iowa Acts,

Amendment to Chapter 1
ESS Policies and Procedures
Document Retention Policy

Chapter 1 of the Electronic Services System Policies and Procedures is amended to establish a Document Retention/Destruction Policy for the organization.

1. Chapter 1 of the ESS Policies and Procedures is amended by inserting the following new section.

ESS – 1.12 Document Retention and Destruction.

(Iowa Code Section 331.604, Subsection 3(a))

The purpose of this policy is to ensure that necessary records and documents of are adequately protected and maintained and to ensure that records that are no longer needed by the Electronic Services System or are of no value are discarded at the proper time. This Policy applies to all physical records generated in the course of Electronic Services Sytem's operation, including both original documents and reproductions. It also applies to electronic documents including but not limited to email.

1.12(1) A record retention schedule is specified in Subsection 1.12(3) concerning the maintenance, retention and disposal schedule for physical records and electronic documents of the Electronic Services System. An administrator shall be designated by the ESS Coordinating Committee to ensure that the record retention schedule is followed. The administrator is authorized to monitor local, state and federal laws affecting record retention, annually review record retention and destruction policies and processes, and monitor compliance with this policy.

1.12(2) In the event the Electronic Services System is served with any subpoena or request for documents, or if the administrator becomes aware of a governmental investigation or audit concerning the Electronic Services System or the commencement of any litigation against or concerning the Electronic Services System, the administrator shall temporarily suspend processes for destroying documents, subject to the review and guidance of legal counsel.

1.12(3) The Record Retention Schedule is as follows:

| Record Type | Retention Limit |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Electronic financial records maintained within the Right Networks File Manager including Bank of America Files: Audit Files, BankCardUSA reports, BOA Financial | 7 years |

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Reports, Budget Reports, Committee Packets, Deposits, Payment Gateway Reports, IIF Files, Monthly Statements, NACHA Files, Reconciliation Reports, Bills-Receipts; Fund 255 Files: Committee Packets, Fund 255 Financial Reports, Budget Reports, State Treasurer Statements, Reconciliation Reports; Fund 823 Files: Fund 823 Financial Reports | |
| Depreciation schedules | 3 Years After Full Depreciation |
| Insurance Policies (current) | 2 Years |
| Insurance Claims History | 7 Years |
| Tax Returns | 7 Years |
| Official Audit Reports | Permanently |
| Contracts, Integration Agreements and Other Written Agreements | 7 Years After Expiration or Termination |
| Contracts including license and maintenance agreements (still in effect) | Contract Period |
| Correspondence (general) | 1 Year |
| Correspondence (legal and important matters) | Permanently |
| Correspondence (with customers and vendors) | 2 Years |
| Personnel Records Including Insurance and 401K Information (Aureon/Paychex) | 7 Years |
| Meeting Summaries, 28E Agreement | Permanently |
| Policies and Procedures | Permanently |
| Email correspondence (clris.com and iowalandrecords.org); Legal and Important Documents to be saved as PDF on the network server Email Correspondence Archived After 6 months | See Correspondence Type Above |
| System-Generated and DoNotReply E-mail Archive | 60 Days |
| ESS Application Log Files | 7 Years |
| Marketing, Training and Other Communications Materials | 2 Years Following Publication |
| Real Estate Agreements (if applicable) | 7 Years After Expiration or Termination |

Background. As the Electronic Services System organization has continued to mature, policies governing its internal operations have also been developed. This has corresponded with the increased complexity of ESS accounting, human resources and technical systems. One area that has been discussed for a number of years is the need for a more formal document retention and destruction policy. ESS is now more than a decade old, and it would be appropriate to destroy a number of records which no longer have any business or historical value.

It is anticipated that as ESS gains experience with the implementation of a document retention and destruction policy, various changes will be explored. After initial adoption, the ESS Committees can expect to be presented with amendments from time to time.

Approval of a baseline document retention and destruction policy is requested.

DRAFT

Amendment to Chapter 3
ESS Policies and Procedures
Certified Copies

Chapter 3 of the Electronic Services System Policies and Procedures is amended to establish a uniform policy for processing certified copies of recorded documents.

1. Section 3.1 of the ESS Policies and Procedures is amended by inserting the following new definition.

ESS – 3.1 Definitions.

(Iowa Code Section 331.604, 3)

As used in this Chapter:

Certified Copy – A true and exact copy of a recorded document as it exists in the archives of an Iowa County. A Certified Copy is unaltered and not redacted, and includes a stamp or indicia which verifies that it is certified by the office of the County Recorder in the County of recording.

2. Chapter 3 of the ESS Policies and Procedures is amended by inserting the following new section.

ESS – 3.16 Certified Copy Fulfillment.

(Iowa Code Section 331.604, Subsection 3)

The purpose of this policy is to ensure that the service of preparing and providing certified copies of documents to citizens and customers is delivered consistently by the counties which participate in the Electronic Services System.

3.16(1) Unaltered Copy. A Certified Copy of a recorded document shall conform to the definition specified in Section 3.1 of the Policies and Procedures.

3.16(2) Certification Stamp or Indicia. A Certified Copy of a recorded document shall include the following information.

- a. The name of the County in which the document was recorded
- b. The signature of the County Recorder in office at the time the Certified Copy is created; the signature may be a digital or electronic signature

- c. The document reference number or instrument number, and/or the book and page number assigned to the document in the Recorder's index or local land records management system
- d. The date on which the Certified Copy was created.
- e. The completed Certification Text specified in Section 3.16(3)

3.16(3) Certification Text. The text incorporated within the Certification Stamp or Indicia shall be as follows.

"I, [insert County Recorder name], [insert County name] County Recorder, hereby certify that this is a true copy of the instrument as the same appears of record in my office."

3.15(4) County or County Recorder Seal. A Certified Copy of a document may be altered by the addition of a seal representing the County or County Recorder, at the discretion of the County Recorder. A County or County Recorder Seal is not required. A County or County Recorder Seal, if applied, shall be applied separately, and shall not be incorporated with the Certification Stamp or Indicia.

3.15(5) Certified Copy Document Formats. A County or County Recorder may provide a Certified Copy of a document as either a tangible copy or an electronic copy. A tangible copy is a representation of the document printed on paper, with an added Certification Stamp or Indicia and an optional seal. The seal may be embossed.

An electronic copy of a Certified Copy of a document is an image of the document provided to the customer in PDF format with an electronic Certification Stamp or Indicia and an electronic seal if applicable.

3.15(6) Certification Fee. There shall be a fee charged for the service of providing a Certified Copy of a document. The fee for fulfilling a citizen or customer request for a Certified Copy of a document shall be \$10.00 per document.

A County or County Recorder may charge a supplemental copying fee of \$0.50 per page if a tangible copy of the Certified Copy of the document is provided to the Customer.

The method of payment shall be specified by the County or County Recorder.

3.15(7) Methods of Delivery. A tangible Certified Copy may be delivered to a citizen or customer in person, or by traditional mail or commercial courier.

An electronic Certified Copy may be delivered to a citizen or customer through e-mail, or made available to a customer through a file transfer protocol (FTP), file download, or other interface authorized by the County or County Recorder.

3.15(8) Fulfillment. A County or County Recorder shall timely respond to a request for a Certified Copy of a document.

3.15(9) Online Orders. Reserved.

DISCUSSION
DRAFT

Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

Open-Ended Response

We print a copy of the original recorded scanned document. Stamp it with a certified stamp stating it's a true copy of the original and put our seal on it.

they will receive a photo copy of each page included in the document that is requested. We charge .25 for each page. In addition to this, we charge \$5.00 to certify the entire document. If we can reference a book and page, we use a stamp that reads the following: State of Iowa, Wayne County, SS. I, (insert recorder's name-Angela M Horton), Recorder in and for said County do hereby certify that this is a true copy of the instrument as the same appears of record in my office in Book _____ on Page _____. Witness my hand this _____ day of _____ A.D 20 _____. (And then under all that wording there is a line for the recorder to sign with the wording Wayne County Recorder under the signature.) Or, if there is no book and page to reference instead we reference an instrument #, we use the following stamp wording: State of Iowa, Wayne County, SS. I, (insert recorder's name-Angela M Horton), Recorder in and for said County do hereby certify that this is a true copy of the instrument as the same appears of record in my office on instrument # _____. Witness my hand this _____ day of _____, 20 _____. (Under all that wording is a line for the recorder to sign and under that line is the wording Wayne County Recorder. Once all of this is done, we seal with our office crimper seal.

The entire document requested with a certification stamped on it along with the county's seal and Recorder's signature

A complete copy of the document with a crimp on each page of our office seal and put the certified stamp on the back of the last page of the document.

When "certifying" a copy of a document we are ensuring we have made true copy of what has been filed in our office. By stamping the document with our county stamp.

We take a copy of the document that they request and use a stamp that says it is a true and exact copy of the original we sign and date it. we then use our office stamp beside the other stamp

We take a copy of all of the pages recorded with this document that we have in our records and place an inked stamp on it to Certify it.

Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

A copy of the entire document imprinted with our county seal and stamped 'STATE OF IOWA, WINNEBAGO, SS: I, (recorder) hereby certify that the foregoing is a true and correct copy of the original instrument, as shown by the records, in said County. Dated this ____ day of _____. 20____ (original signature of Recorder

A document with a certification stamp and an official seal.

A printout of the Document. On the face of the first page I stamp it and fill in what document number it is and today's date and my signature

They receive a copy of the document, with a stamp that indicates it is a true and correct copy of the document held in my office. That stamp is then endorsed with the signature of myself or staff and my office seal is then added.

customer would receive a full copy of the recorded document with a stamp on the front verifying that it is a true and correct copy of the original.

A copy of the document as recorded with a stamp and seal on it stating it is a certified copy.

A complete copy of the document with a stamp affixed that says this is a true and correct copy of the document which appears in my records in book XXXX page XXXX. When then sign it and place our county seal on it.

We provide a certified stamped and signed copy of the document they have requested.

Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

Open-Ended Response

I do hereby certify that the foregoing instrument as the same purports to be is a true copy of the record as the same appears in Book and Page. I certify the records in this office indicate that the original recording was made on _____. I have affixed my hand & seal...County Recorder

We use a stamp. see my answer to question 1.

A stamp is placed on the document: State of Iowa; Cerro Gordo County, SS I, _____, Recorder/Registrar in and for said County do hereby certify that this is a true copy of the instrument as the same appears of record in my office in Book _____ on Page _____/as Document Number _____ Witness my hand and seal this ____ day of ____, A.D., _____

See answer to question 1

Yes, State of Iowa, _____ County, SS I, _____, Recorder in and for said County do hereby certify that this is a true copy of the instrument as the same appears of record in my office in Book _____ on Page _____ Witness my hand this ____ day of _____ A.D. _____
_____ County Recorder

State of Iowa, Palo Alto County, SS I do hereby certify that this is a true copy of the instrument as the same appears of record in my office in Book _____ on Page _____. Witness my hand this ____ day of _____ A.D. 20____

that says "State of Iowa, Crawford County, I Denise Meeves, Recorder in and for said County do here by certify that this is a true copy of the instrument as the same appears of record in my office as Book & Page or Fee Book No _____. Witness my hand this --- day of _____, 2019 _____ Crawford County Recorder." Then put our County Office Seal on the paper.

Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

Answered above

Yes, the stamp states, "STATE OF IOWA, WEBSTER COUNTY, SS: I, Lindsay S. Laufersweiler, Recorder in and for said County do hereby certify that this is a true copy of the Instrument as the same appears of any record in my office _____" (line for book and page of document/instrument number) "Witness my hand this _____ day _____ A.D., 20_____" (line for my signature) "Webster County Recorder"

I also crimp my seal over the stamped information

As stated in previous question, the document is stamped and sealed by my office. The stamp states "I hereby certify that this is a true copy of said instrument recorded with Audubon County Recorder, Audubon Iowa, Witness my hand and Official Seal. This ____ day of ____, 20____." With a signature line for myself or Deputy. Stamp stating "I, Katie Carlton, County Recorder in and for said county do hereby certify that the foregoing is a true and correct copy of an instrument in Book ____ Page ____ of Union County Records, as the same appears of record in my office. Done at Creston Iowa, this ____ day of ____, ____." Ends with a signature line for the Recorder or the Deputy.

Yes stamp states something to the effect that hereby certify that this is a true and correct copy of the instrument as same appears of record in my office in Book Page then dated and signed (should already have the example)

We place a stamp in it that says" State of Iowa, Wapello County, ss: I Lisa Kent Recorder in and for said county do hereby certify that this is a true copy of the instrument as the same appears of record in my office in book ____ on Page _____. Witness my hand this ____ day of ____ a.d. 20____. We then sign and affix the county seal over that

State of Iowa, Floyd County, SS I, Deborah K. Roberts, Recorder in and for said County, do hereby certify that the foregoing is a true copy of the Record on File as the same appears of record in my office. Document No. ____ or Book ____ page ____ Witness my hand and seal this ____ day of ____ AD 20____.

This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

Open-Ended Response

A true & exact copy of the original recorded scanned document we have on file

A certified copy is a photo copy of the recorded document that will include a stamp with wording indicating this copy is a true copy of the recorded copy. It should include a reference to the instrument or book and page, signature and a seal.

My verification that the copy provided is a true copy of the original requested.

It is a complete copy of the document that our office staff makes and in our opinion, it is as good as the original.

Providing a true copy of a document that has been filed in our office.

true and exact copy of an original

Certification that this document is a true & exact copy of the original document that was scanned or copied into our systems.

This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

A photocopy of the copy (whether digital or paper), stamped and imprinted with our county seal, and stamped with a rubber stamp with the exact wording included in your first question, with the recorder's original signature, or the deputy recorder's original signature followed by the word 'deputy'

I copy of a document that is recorded in the office that is as good as the original.

Certifying that it is the official recorded document with the file stamp

I would define a certified copy as an unaltered copy of the original document held in the records of the County Official, certified to be such by the Official or designee. A statement of certification shall be embossed on the first page of the document and the document shall contain the seal of the Official who's record it is.

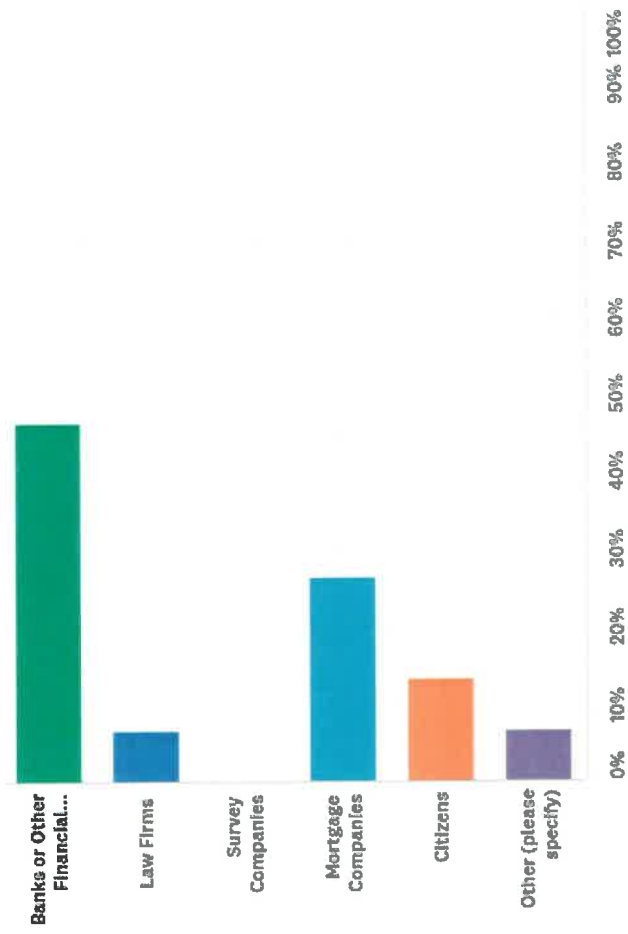
a photocopy of a document with a seal verifying the authenticity of said document

officially confirmed as being genuine or true as represented

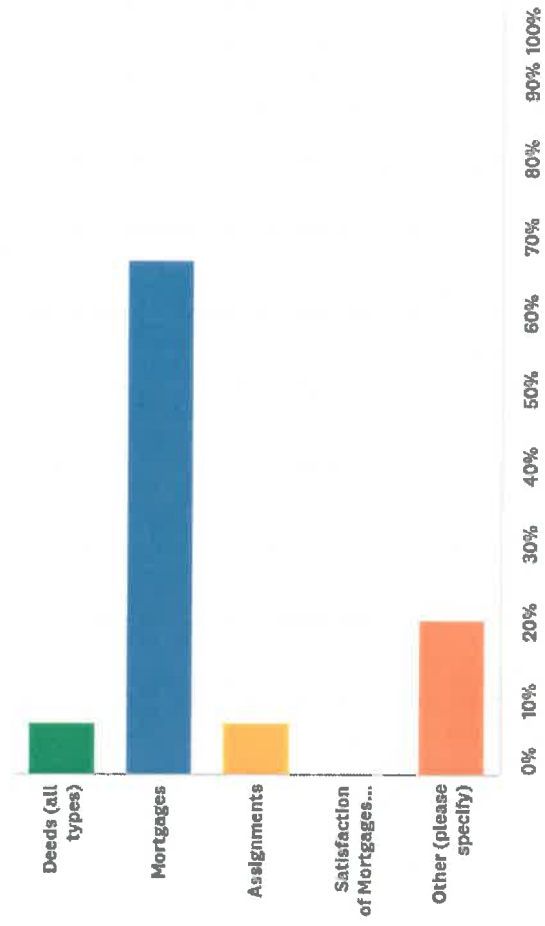
It is a photocopy of a document that we place a certification upon that states it is a true copy of what is on record in our office

Stamped certified and signed copy of the recorded document requested.

Q5 Which of the following groups most frequently request certified copies of documents?



Q6 Which of the following document types receive the most requests for certified copies?



#1

COMPLETE

Collector: Web Link 1 (Web Link)
 Started: Thursday, January 17, 2019 3:46:23 PM
 Last Modified: Thursday, January 17, 2019 4:08:23 PM
 Time Spent: 00:21:59
 IP Address: 192.110.201.36

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

We provide a certified stamped and signed copy of the document they have requested.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

State of Iowa, Floyd County, SS I, Deborah K. Roberts, Recorder in and for said County, do hereby certify that the foregoing is a true copy of the Record on File as the same appears of record in my office. Document No. ____ or Book ____ page ____ Witness my hand and seal this ____ day of _____ AD 20____.

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

1

Q5 Which of the following groups most frequently request certified copies of documents? **Banks or Other Financial Institutions**

Q6 Which of the following document types receive the most requests for certified copies? **Mortgages**

Q7 What do you charge for a "certified" copy of a recorded document?

\$0.50 per page (front and back of a page would be 2 pages) and \$5.00 for certification.

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

Stamped certified and signed copy of the recorded document requested.

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, January 17, 2019 4:38:14 PM
Last Modified: Thursday, January 17, 2019 4:44:05 PM
Time Spent: 00:05:51
IP Address: 69.18.28.14

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

A complete copy of the document with a stamp affixed that says this is a true and correct copy of the document which appears in my records in book XXXX page XXXX. When then sign it and place our county seal on it.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

We place a stamp in it that says" State of Iowa, Wapello County, ss: I Lisa Kent Recorder in and for said county do hereby certify that this is a true copy of the instrument as the same appears of record in my office in book ____ on Page _____. Witness my hand this ____ day of ____ a.d. 20____. We then sign and affix the county seal over that

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

less than 10

Q5 Which of the following groups most frequently request certified copies of documents? **Mortgage Companies**

Q6 Which of the following document types receive the most requests for certified copies? **Mortgages**

Q7 What do you charge for a "certified" copy of a recorded document?

25 cents per page plus \$5.00 copy certification

PRIA - Certified Copy Defined

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

It is a photocopy of a document that we place a certification upon that states it is a true copy of what is on record in our office

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, January 17, 2019 6:38:01 PM
Last Modified: Thursday, January 17, 2019 6:46:27 PM
Time Spent: 00:08:25
IP Address: 184.10.85.100

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

A copy of the document as recorded with a stamp and seal on it stating it is a certified copy.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

Yes stamp states something to the effect that hereby certify that this is a true and correct copy of the instrument as same appears of record in my office in Book Page then dated and signed (should already have the example)

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

probably less than 10

Q5 Which of the following groups most frequently request certified copies of documents? **Banks or Other Financial Institutions**

Q6 Which of the following document types receive the most requests for certified copies? **Mortgages**

Q7 What do you charge for a "certified" copy of a recorded document?

\$5.00 for the Certification and 50 cents per page

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

officially confirmed as being genuine or true as represented

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, January 18, 2019 9:30:37 AM
Last Modified: Friday, January 18, 2019 9:37:08 AM
Time Spent: 00:06:31
IP Address: 97.64.164.42

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

customer would receive a full copy of the recorded document with a stamp on the front verifying that it is a true and correct copy of the original.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

Stamp stating "I, Katie Carlton, County Recorder in and for said county do hereby certify that the foregoing is a true and correct copy of an instrument in Book ____ Page ____ of Union County Records, as the same appears of record in my office. Done at Creston Iowa, this ____ day of ____, ____.

Ends with a signature line for the Recorder or the Deputy.

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

<5

Q5 Which of the following groups most frequently request certified copies of documents? **Mortgage Companies**

Q6 Which of the following document types receive the most requests for certified copies? **Mortgages**

Q7 What do you charge for a "certified" copy of a recorded document?

\$5 + .50cents per page

PRIA - Certified Copy Defined

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

a photocopy of a document with a seal verifying the authenticity of said document

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, January 18, 2019 12:10:45 PM
Last Modified: Friday, January 18, 2019 12:30:01 PM
Time Spent: 00:19:16
IP Address: 40.134.11.254

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

They receive a copy of the document, with a stamp that indicates it is a true and correct copy of the document held in my office. That stamp is then endorsed with the signature of myself or staff and my office seal is then added.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what text is included with the stamp?

As stated in previous question, the document is stamped and sealed by my office. The stamp states "I hereby certify that this is a true copy of said instrument recorded with Audubon County Recorder, Audubon Iowa, Witness my hand and Official Seal. This ___ day of ___, 20__." With a signature line for myself or Deputy.

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

30+

Q5 Which of the following groups most frequently request certified copies of documents? **Citizens**

Q6 Which of the following document types receive the most requests for certified copies? **Other (please specify):
Military Records**

Q7 What do you charge for a "certified" copy of a recorded document?

Standard documents are \$5.00 per 1st page with \$1.00 per page thereafter. Certified copies of Military documents are free.

PRIA - Certified Copy Defined

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

I would define a certified copy as an unaltered copy of the original document held in the records of the County Official, certified to be such by the Official or designee. A statement of certification shall be embossed on the first page of the document and the document shall contain the seal of the Official who's record it is.

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, January 21, 2019 10:47:24 AM
Last Modified: Monday, January 21, 2019 10:53:07 AM
Time Spent: 00:05:42
IP Address: 104.201.89.82

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

A printout of the Document. On the face of the first page I stamp it and fill in what document number it is and today's date and my signature

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

I also crimp my seal over the stamped information

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

5-10 of certified documents. I certify every military discharge the same way before it leaves the office. I do quite a few of those on a daily basis

Q5 Which of the following groups most frequently request certified copies of documents? **Mortgage Companies**

Q6 Which of the following document types receive the most requests for certified copies? **Mortgages**

Q7 What do you charge for a "certified" copy of a recorded document?

\$5.00 plus .50 per page.

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

Certifying that it is the official recorded document with the file stamp

#7

COMPLETE

Collector: Web Link 1 (Web Link)
 Started: Monday, January 21, 2019 12:52:28 PM
 Last Modified: Monday, January 21, 2019 1:03:06 PM
 Time Spent: 00:10:38
 IP Address: 208.126.96.122

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

A document with a certification stamp and an official seal.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

Yes, the stamp states, "STATE OF IOWA, WEBSTER COUNTY, SS: I, Lindsay S. Laufersweiler, Recorder in and for said County do hereby certify that this is a true copy of the Instrument as the same appears of any record in my office _____ "(line for book and page of document/instrument number) "Witness my hand this _____ day _____ A.D., 20__.
 _____ "(line for my signature) "Webster County Recorder"

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

22

Q5 Which of the following groups most frequently request certified copies of documents? **Banks or Other Financial Institutions**

Q6 Which of the following document types receive the most requests for certified copies? **Other (please specify): variety of all**

Q7 What do you charge for a "certified" copy of a recorded document?

\$5 for certification and \$1/page

PRIA - Certified Copy Defined

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

I copy of a document that is recorded in the office that is as good as the original.

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, January 22, 2019 9:19:03 AM
Last Modified: Tuesday, January 22, 2019 9:26:30 AM
Time Spent: 00:07:27
IP Address: 74.207.36.5

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

A copy of the entire document imprinted with our county seal and stamped 'STATE OF IOWA, WINNESHIEK, SS:
 I, (recorder) hereby certify that the foregoing is a true and correct copy of the original instrument, as shown by the records, in said County.
 Dated this ____ day of ____, 20____,
 (original signature of Recorder

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

Answered above

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

Less than 10

Q5 Which of the following groups most frequently request certified copies of documents? **Banks or Other Financial Institutions**

Q6 Which of the following document types receive the most requests for certified copies? **Assignments**

Q7 What do you charge for a "certified" copy of a recorded document?

\$1/pg plus \$5 for the certification

PRIA - Certified Copy Defined

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

A photocopy of the copy (whether digital or paper), stamped and imprinted with our county seal, and stamped with a rubber stamp with the exact wording included in your first question, with the recorder's original signature, or the deputy recorder's original signature followed by the word 'deputy'

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, January 22, 2019 4:58:22 PM
Last Modified: Tuesday, January 22, 2019 5:10:04 PM
Time Spent: 00:11:42
IP Address: 192.110.200.82

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

We take a copy of all of the pages recorded with this document that we have in our records and place an inked stamp on it to Certify it.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

that says "State of Iowa, Crawford County, I Denise Meeves, Recorder in and for said County do here by certify that this is a true copy of the instrument as the same appears of record in my office as Book & Page or Fee Book No _____. Witness my hand this --- day of _____, 2019 _____ Crawford County Recorder." Then put our County Office Seal on the paper.

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

1

Q5 Which of the following groups most frequently request certified copies of documents? **Banks or Other Financial Institutions**

Q6 Which of the following document types receive the most requests for certified copies? **Mortgages**

Q7 What do you charge for a "certified" copy of a recorded document?

\$5.00 for the Certification and \$1.00 per page for the copies

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

Certification that this document is a true & exact copy of the original document that was scanned or copied into our systems.

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, January 23, 2019 1:24:39 PM
Last Modified: Wednesday, January 23, 2019 1:31:28 PM
Time Spent: 00:06:48
IP Address: 206.72.35.177

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

We take a copy of the document that they request and use a stamp that says it is a true and exact copy of the original we sign and date it. we then use our office stamp beside the other stamp

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

State of Iowa, Palo Alto County, SS

I do hereby certify that this is a true copy of the instrument as the same appears of record in my office in Book_____ on Page_____.

Witness my hand this_____ day of _____ A.D.20_____

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

5

Q5 Which of the following groups most frequently request certified copies of documents? **Citizens**

Q6 Which of the following document types receive the most requests for certified copies? **Deeds (all types)**

Q7 What do you charge for a "certified" copy of a recorded document?

\$5.00 for the certification and \$1.00 per page

PRIA - Certified Copy Defined

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

true and exact copy of an original

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, February 01, 2019 2:42:25 PM
Last Modified: Friday, February 01, 2019 3:23:21 PM
Time Spent: 00:40:56
IP Address: 69.18.19.140

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

When "certifying" a copy of a document we are ensuring we have made true copy of what has been filed in our office. By stamping the document with our county stamp.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

Yes, State of Iowa, _____ County, SS

I, _____, Recorder in and for said County do hereby certify that this is a true copy of the instrument as the same appears of record in my office in Book _____ on Page _____ Witness my hand this ____ day of _____ A.D. _____

 _____ County Recorder

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

1 (one)

Q5 Which of the following groups most frequently request certified copies of documents? **Mortgage Companies**

Q6 Which of the following document types receive the most requests for certified copies? **Mortgages**

Q7 What do you charge for a "certified" copy of a recorded document? **Respondent skipped this question**

PRIA - Certified Copy Defined

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

Providing a true copy of a document that has been filed in our office.

#12

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, February 15, 2019 9:38:43 AM
Last Modified: Friday, February 15, 2019 9:44:22 AM
Time Spent: 00:05:39
IP Address: 192.68.150.65

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

A complete copy of the document with a crimp on each page of our office seal and put the certified stamp on the back of the last page of the document.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what text is included with the stamp?

See answer to question 1

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder?

Yes

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

Unknown

Q5 Which of the following groups most frequently request certified copies of documents?

Other (please specify):
law firms, mortgage companies, citizens

Q6 Which of the following document types receive the most requests for certified copies?

Other (please specify):
mortgage, assignments and satisfactions

Q7 What do you charge for a "certified" copy of a recorded document?

\$5 for certification and \$.50 per page of document

PRIA - Certified Copy Defined

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

It is a complete copy of the document that our office staff makes and in our opinion, it is as good as the original.

#13

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, February 15, 2019 11:16:36 AM
Last Modified: Friday, February 15, 2019 11:27:16 AM
Time Spent: 00:10:39
IP Address: 172.83.30.88

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

The entire document requested with a certification stamped on it along with the county's seal and Recorder's signature

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

A stamp is placed on the document:

State of Iowa; Cerro Gordo County, SS

I, _____, Recorder/Registrar in and for said County do hereby certify that this is a true copy of the instrument as the same appears of record in my office in Book _____ on Page _____/as Document Number _____

Witness my hand and seal this ____ day of ____, A.D., _____

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

Do not keep "certified" seperate from "plain paper copy".

Q5 Which of the following groups most frequently request certified copies of documents? **Banks or Other Financial Institutions**

Q6 Which of the following document types receive the most requests for certified copies? **Mortgages**

Q7 What do you charge for a "certified" copy of a recorded document?

\$5.00 plus \$.50 per page of the document

PRIA - Certified Copy Defined

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

My verification that the copy provided is a true copy of the original requested.

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, March 08, 2019 9:31:11 AM
Last Modified: Friday, March 08, 2019 9:51:51 AM
Time Spent: 00:20:39
IP Address: 72.35.164.20

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

they will receive a photo copy of each page included in the document that is requested. We charge .25 for each page. In addition to this, we charge \$5.00 to certify the entire document. If we can reference a book and page, we use a stamp that reads the following: State of Iowa, Wayne County, SS. I, (insert recorder's name-Angela M Horton), Recorder in and for said County do hereby certify that this is a true copy of the instrument as the same appears of record in my office in Book_____on Page_____. Witness my hand this _____day of _____A.D 20_____. (And then under all that wording there is a line for the recorder to sign with the wording Wayne County Recorder under the signature.)

Or, if there is no book and page to reference instead we reference an instrument #, we use the following stamp wording: State of Iowa, Wayne County, SS. I,(insert recorder's name-Angela M Horton), Recorder in and for said County do hereby certify that this is a true copy of the instrument as the same appears of record in my office on instrument # _____. Witness my hand this _____day of _____, 20_____. (Under all that wording is a line for the recorder to sign and under that line is the wording Wayne County Recorder. Once all of this is done, we seal with our office crimper seal.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

We use a stamp. see my answer to question 1.

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

1, maybe 2 at the most

Q5 Which of the following groups most frequently request certified copies of documents? **Banks or Other Financial Institutions**

Q6 Which of the following document types receive the most requests for certified copies? **Mortgages**

PRIA - Certified Copy Defined

Q7 What do you charge for a "certified" copy of a recorded document?

See my answer in question 1

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

A certified copy is a photo copy of the recorded document that will include a stamp with wording indicating this copy is a true copy of the recorded copy. It should include a reference to the instrument or book and page, signature and a seal.

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, March 13, 2019 12:15:51 PM
Last Modified: Wednesday, March 13, 2019 12:25:51 PM
Time Spent: 00:09:59
IP Address: 67.55.152.243

Page 1

Q1 Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

We print a copy of the original recorded scanned document. Stamp it with a certified stamp stating it's a true copy of the original and put our seal on it.

Q2 Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what is text is included with the stamp?

I do hereby certify that the foregoing instrument as the same purports to be is a true copy of the record as the same appears in Book and Page. I certify the records in this office indicate that the original recording was made on _____. I have affixed my hand & seal...County Recorder

Q3 If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder? **Yes**

Q4 In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

4

Q5 Which of the following groups most frequently request certified copies of documents? **Law Firms**

Q6 Which of the following document types receive the most requests for certified copies? **Mortgages**

Q7 What do you charge for a "certified" copy of a recorded document?

\$5.00 plus \$.50 per page

PRIA - Certified Copy Defined

Q8 This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

A true & exact copy of the original recorded scanned document we have on file

ILR FY 2020 Education and Outreach Draft Budget Summary

ILR Conference

Facility

Facility Rental - \$0
AV Equipment - \$0
Catering - \$0
Supplies/Decorations - \$0

Speaker Expenses

Speaker Fee - \$0
Speaker Travel - \$0
Speaker Lodging - \$0
Printing - \$0

Tradeshow – Meeting Exhibit

Exhibit Registration

SLSI - \$375
IMA - \$600

Exhibit Drawing

SLSI - \$50
IMA - \$50

Travel

SLSI- \$50
IMA - \$200

Meals

SLSI -\$20
IMA - \$50

Lodging

IMA -\$200

Law School – CLE

Sponsorship

University of Iowa - \$0
Drake University - \$500

Travel

University of Iowa - \$200
Drake University - \$0

Meals

University of Iowa - \$0

Lodging

University of Iowa - \$0 (hotel cost covered if guest speaker)

District Meetings

Meeting 1

Travel - \$200
Meals - \$75

Meeting 2

Travel - \$200

Meals - \$75

Meeting 3

Travel - \$200

Meals - \$75

Seminar Series

Facility Rental - \$0

AV Equipment - \$0

Catering - \$0

Travel- \$0

Meals - \$0

Lodging - \$0

Printing - \$0

Postage - \$0

Memberships

PRIA - \$600

CBI - \$750

IMA - \$250

MISMO - \$2,500

Conferences

PRIA

Registration

September - \$450 and March \$450

Travel

September - \$700 and March \$700

Lodging

September - \$750 and March \$750

Meals

September - \$250 and March \$250

MISMO

Registration

September - \$375, January - \$0, June- \$0

Travel

September - \$550, January - \$0, June - \$0

Lodging

September - \$500, January - \$0, June - \$0

Meals

September - \$150, January - \$0, June - \$0

ICRA

Registration

Fall Conference - \$0, Legislative Conference - \$0, Summer School \$300

Travel

Fall Conference - \$0, Legislative Conference - \$0, Summer School \$200

Lodging

Fall Conference -\$0, Legislative Conference - \$0, Summer School \$300

Meals

Fall Conference -\$200, Legislative Conference - \$50, Summer School \$0

Parking

Fall Conference -\$40, Legislative Conference - \$40, Summer School \$0

Advertising/Promotion

CBI Web Ad – 6 months - \$0 (not enough traffic generated)

Campaigns

Printing

Cities of Iowa Campaign -\$100

Surveyors Educational Campaign - \$100

Leads List Campaign - \$100

Stakeholder Campaign (Quarterly Newsletter) - \$200

Postage

Cities of Iowa Campaign -\$150

Surveyors Educational Campaign - \$150

Leads List Campaign - \$150

Stakeholder Campaign (Quarterly Newsletter) - \$440

Online Educational Tools

Bulk E-Mail Service - \$7,800

Adobe Connect Subscription - \$1,100

Survey Monkey Subscription - \$350

Adobe Creative Cloud - \$660

Salesforce Subscription - \$3,000

Promotion

Promotional Items - \$1,000

New Exhibit Banners (new branding) - \$500

2019

Seminar Series

Breakdown by count



Professional Development
Hours Offered



Continuing Legal Education
Hours Offered

| City | Date | Time | Venue | Attendee Count |
|-----------------|---------------------|----------|------------------------------------------------------|----------------|
| Calmar | Tuesday, March 26 | 10:00 AM | Wilder Business Center at NICC Calmar Campus | 16 |
| Dubuque | Wednesday, March 27 | 9:00 AM | Dubuque County Emergency Responder Training Facility | 14 |
| Davenport | Wednesday, April 10 | 10:00 AM | Scott County Administrative Center | 17 |
| Cedar Rapids | Thursday, April 11 | 2:00 PM | Cedar Rapids Public Library | 44 |
| Sioux City | Wednesday, April 24 | 9:00 AM | Stoney Creek Hotel | 25 |
| Council Bluffs | Thursday, April 25 | 10:30 AM | Council Bluffs Public Library | 27 |
| Burlington | Wednesday, May 1 | 10:00 AM | Pzazz (Huckleberry Hall) | 20 |
| Mason City | Wednesday, May 15 | 1:00 PM | Charles H. MacNider Art Museum | 16 |
| West Des Moines | Wednesday, May 22 | 1:00 PM | West Des Moines Public Library | 50 |
| Ames | Thursday, May 23 | 1:00 PM | Ames Public Library | 24 |



Come See Us!

**REAL ESTATE
TRANSACTIONS CLE**

FRIDAY, MARCH 29 FROM 7:30AM TO 3:30PM

Enter Your Business
Card to *Win!*

AMAZON ECHO DOT





Come See Us!

**82ND ANNUAL
SLSI LAND SURVEYORS
CONFERENCE**

THURSDAY, MARCH 7- FRIDAY, MARCH 8, 2019

Enter Your Business
Card to *Win!*

AMAZON ECHO DOT





Come See Us!

**2019 IMA SPRING
CONFERENCE**

WEDNESDAY, APRIL 3 FROM 9AM TO 5PM

Enter Your Business
Card to *Win!*

AMAZON ECHO DOT



Webinars



May 15th
10 AM

- ✓ Live Demo
- ✓ Real-time Q&A
- ✓ Register FREE

iowalandrecords.ticketbud.com/esubmissionwebinar

Social Media



Lindsay Laufersweiler
Webster County Recorder

"Esubmission is easy, convenient and much quicker than over the counter submission. By using Iowa Land Records to submit documents electronically to the County Recorder, you can save valuable time and resources while working in the comfort of your home or office."



Newsletters



2019 Conference



Save the Date

ICRA CONFERENCE

Thursday, October 10, 2019 at Goodwill of Central Iowa
5355 NW 86th St, Johnston, IA 50131

Agenda & Hotel Information Coming Soon



Campaigns



AND THE WINNER IS... **DISTRICT 2!**

The Counties to Customers Campaign ended on March 15th. The Iowa Land Records team calculated the percentage of leads converted to customers for each district. Thank you to everyone who participated in this campaign!

District 2 will be recognized at Summer School and will be awarded with 5 - \$100 Visa Gift Cards to be used for district meetings & activities.

Approximately 20 new customers as a result of the campaign.

Leads list developed will serve as a great start for future campaigns directed at banks and Law Firms.

Comments from Counties helped our team determine most viable leads to add to the CRM for future follow up.

2019 - New Customers

January - 23

February - 12

March - 16

April - 17

Total = 68

2018 Annual Report



- Hand out for County Day at the Capitol.
- Provided to Recorders during the Spring Legislative Conference.
- Recorders encouraged to share information with their supervisors and with legislative representatives.
- Can be downloaded from the ICRA Members Section.

ESS/Iowa County Recordors Association

8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131

April 16, 2019

To: ESS Standards Subcommittee

From: Phil Dunshee, Project Manager

Re: Security Policies



As you may know, for nearly three years we have been engaged with the Iowa Department of Revenue and the Internal Revenue Service Safeguard program to review and upgrade our security practices. They are particularly interested in the secure treatment of Federal Tax Liens and Releases, but it affects our entire system. For your reference are some of the recent reports we have sent to the Department and the IRS to report on our progress. We have made substantial progress since the initial review in 2016, but there is much work left to do.

There are two areas of development which demand our current focus: completion of the Recorder's E-Submission interface, and completion of the integration with the new USAePay payment gateway. The payment integration absolutely must be completed by May 31, and the target date for moving the new E-Submission interface to production is June. But we also must continue to make progress on several Safeguard items, and you can expect that this will be our technical leader's primary focus from mid-May through June.

One area that also requires attention is our organizational security policies. Please know that we are in fact addressing security issues, and this area of work has not been neglected. But as the system has matured, our written policies have not kept pace. In the coming months we intend to give greater attention to this need, and plan to bring forward policies in the following areas.

- Acceptable Use Policy
- System Access Policy
- Change Management Policy
- Email Policy
- Remote Access Policy
- Incident Response Policy
- Disaster Recovery and Business Continuity Policy
- Software Development Policy
- Cybersecurity Policy (which may encompass some of the other policies)

We anticipate that these topics would be addressed at a high level in the Policies and Procedures. However, many policy details will be addressed in several policy documents which will be reviewed and approved, but such details will remain unpublished or be publicly accessible. This is because it is not good practice to expose any specific security practices for public viewing.

We are providing this information to you now for your review and discussion.

April 22, 2019

To: PRIA Board of Directors

From: Phil Dunshee, Project Manager

Re: PRIA Strategic Planning Topics



Colleagues,

I look forward to participating in the discussion this week. In anticipation of the meeting, and on behalf of the Iowa County Recorders Association, we would like to share a few ideas and thoughts for your consideration. Generally, we hope the Board will consider some ideas which would elevate and expand the participation and active engagement of County Recorders in PRIA, and to freely disseminate the knowledge and best practices ideas which emerge from the work of the various PRIA Committees. We would also ask that you consider some ideas for improving methods for gathering and reporting data and information, and for respecting the boundary between the development of policy recommendations or models, and the direct advocacy of legislative and executive policy making in our respective states.

County Recorder Engagement

We would like to encourage PRIA membership participation for County Recorders in higher numbers throughout the U.S. Here in Iowa we have had a history of strong participation and engagement in PRIA. We know it could be higher, and we observe that it is not as strong in other States or regions. Here are a few ideas that could be explored.

- Consider a discounted or even “free” membership for an elected leader of the respective State County Recorders Association. Grant them status as a “Regular” member, with the expectation that they or their designee will attend both PRIA conferences each year, and that they organize their resources and volunteers to at least monitor and share information with their fellow Recorders.
- Consider a “Statewide” membership dues option, whereby for a certain fee or sponsorship level through an Association, all of the Recorders in a State would be Regular members of PRIA with all the privileges associated with that membership including voting, etc.
- Consider allocating a portion of the PRIA budget (or reserve) to the creation of a full-time PRIA staff position with the mission of facilitating participation by and communication among County Recorders throughout the United States. The primary intent of this is to elevate the engagement of County Recorders and the expression of their ideas and needs through the PRIA organization. While this position would help disseminate PRIA knowledge, standards and best practices to County Recorders, we wish to be clear that their primary role is to act as an advocate for their perspective as public servants, not as an advocate for the business perspective. This is NOT intended to replace PRIA Local, but rather as a supplement to that work already being done.

Dissemination of Knowledge and Best Practices

Sections 9 and 12 of the Operating Rules include references to the dissemination of information. Section 9 states: "PRIA shall take such steps as are appropriate to disseminate to the public the recommended work products that it develops. The Board, consistent with the objective of making recommended work products available as widely as possible, may protect the intellectual property rights of such work products." Section 12. 1 includes the following sentence: "The objectives of the organization favor free exchange of ideas, practices, procedures, and systems for the development of national standards and the overall enhancement of the property records industry." [Emphasis added]

We wish to express support for the free exchange of ideas, and that the goal of PRIA making recommended work products available as widely as possible. When balancing the interests of any PRIA intellectual property with the objective of promoting free and open communication, the goal of making information available as widely as possible should prevail. The following are some ideas to consider in support of this position.

- Make all PRIA work products freely available to the property records industry including County Recorders. Any participant in the industry, should have access to work products – even if they are not members of PRIA. Limiting information access to PRIA members, or providing it through limited channels such as a web site with "members only" access, or at conferences where only a portion of the membership attends, serves as an echo chamber that may not effectively advance the goals of the industry or County Recorders.
- Create new communication channels such as topical, moderated blogs by PRIA members and subject matter experts; or free podcasts on various issues of interest.
- Continue to develop and implement webinars, perhaps with no fees, and evaluate whether resources are available to support travel expenses for the speakers bureau program .
- Enable web conferences of Committees and Project Teams to be "broadcast" over the Internet so that members could "listen" from their work stations without having to dial in. Members could also participate via chat pod, if a member of a committee or project team acted as a co-presenter or facilitator.
- When deemed appropriate by the Committee or Project Team Co-Chairs, record the web conference meetings so that participants and members could listen or view the web conference at a later time. Recordings can be password protected if necessary, as we know that not all meetings are suitable for a wide audience.
- Consider creating an online "digest" for reporting on committee and project team (and Board of Directors) activities. MISMO has an interesting platform for this function that may be considered.
- Proactively communicate issues and topics being considered by the Board to the PRIA membership. Currently, meeting minutes and agendas are posted on the PRIA web site (thank you!). More would be better. Consider options for:
 - Pushing e-mail notices to interested members
 - Publish a short article in the newsletter to describe topics that are expected to come up in the next meeting
 - Invite questions from members seeking further information
 - Post background documents provided to the Board for their deliberations

- Post substantive policy documents at least one month prior to a proposed policy action to be considered by the Board
- Consider whether a less cumbersome PRIA attribution statement such as “Includes information developed and published by the Property Records Industry Association (PRIA).” is sufficient to fulfill the “intellectual property” attribution. Generally, is now a good time to review the IP policy for practicality and relevance?

Property Records Information Research

We recognize that many PRIA volunteers have worked very hard to gather and maintain data information about electronic recording jurisdictions, the volume and types of electronic recording, recording policies and practices in jurisdictions through the United States, pending legislation, and much more. But the extent to which volunteers can engage in the necessary follow-up to secure higher response rates and improve the quality of data is limited. This is an area where the expenditure of resources on professional or academic assistance may help produce better or higher quality results. Better research and information can lead to better work products and produce better results for the industry. Policy making also is better if it is data-driven. For these reasons, with the financial resources available to the organization, it may be appropriate to consider securing some external assistance. This could come in several forms. Options include:

- Hiring a part-time or full-time research associate to focus on efforts to gather and maintain information and data of importance to the members and the industry.
- Compensation for a research organization already affiliated with PRIA to produce and publish desired information.
- Establishing a relationship with an academic institution or business school with a focus on real estate or property to assist with research activities. (We know of a school in Cedar Falls, Iowa that might be interested, but it might make sense to identify an institution proximate to the area where the PRIA management firm is located.)
- Co-sponsor, provide matching funds, or otherwise help underwrite “proof of concept” projects or planning discussions to explore certain ideas at a deeper level (balancing the interests of Recorders and businesses) – the topics of block chain, GIS and others come to mind here, and could be pursued in partnership with other stakeholder groups.

There will still be a need for PRIA members to volunteer in this area, but with a designated human resource to guide and facilitate things, perhaps more could be accomplished. The County Recorder “advocate” role which was referenced previously might also be able to increase response rates from recording jurisdictions.

PRIA Advocacy

In a meeting with Mark Ladd many months ago, he stated that “PRIA has a long tradition of advocacy.” It can truthfully be said that promoting standards is one of those accepted advocacy areas. However, when a background paper, or standard or model legislation is presented by PRIA, the line between advocacy of an idea and “tracking” legislation, and the act of lobbying can be blurred. Article II of the PRIA bylaws appropriately promotes the ideas of “bringing together”, “consensus”, and “trustworthiness”. While advocating for standards and best practices, PRIA must also be mindful of the potential for unintended consequences and be respectful of the “diversity” of viewpoints within regions and states. As an example, the Iowa General Assembly is considering legislation which would establish a “flat” fee for recording groundwater statements at a fee level far below what would be required of any other document. If enacted, it would establish a troubling precedent for future consideration of legislation that might include other document types. The “Predictable Recording Fees” background

paper statement “Fee policy changes to improve the predictability of fees are not intended to negatively affect local budgets” didn’t seem to be considered by the stakeholders or policy makers.

For these reasons, we wish to suggest that Section 8.1 of the Operating Rules be amended to include a statement such as the following: “While advocating for standards and best practices, PRIA will consider and respect the circumstances and environment of each region and state. Additionally, PRIA shall not engage in direct advocacy or lobbying for the passage or defeat of legislation in a government member’s region or state, including advocacy through an allied organization.”

Consideration should also be given to openly disclosing to the PRIA membership the existence of any Alliance agreement established under Section 7 of the Operating rules, especially relating to any advocacy activities. The terms of any Alliance agreement should be published and distributed to the membership.

In summary, we hope these comments will help stimulate discussion, and we are certainly open to other ideas. I look forward to seeing you later this week.

cc. Diane Swoboda Peterson, Woodbury County, Iowa
ESS Coordinating Committee member
Travis Case, Grundy County, Iowa
Iowa County Recorders Association President
Iowa County Recorders Association Executive Board
ESS Coordinating Committee Members